CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

SCACTRON CAR LETTAHO

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

JEB

I hereby certify that the micronhotographs appearing on this reel of film are exact conies of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed varsuant to Chapter 504, Ac's of 1949, which requires the Clerks to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission, Records Management Division, (Chapter 436, Acts of 1953).

Clark of Gircuit Court	- plants
For -	County
Date	1954

STATE OF MARYLAND

Be I Legge lety City July 4 54

FILED AND RECORDED JANUARY 4" 1954 at 11:50 A.M.

This Martgage, Made this 2/57 day of December in the year Nineteen Hundred and fifty -three by and between turene F. Plum and Edith Catherine Plum, his wife,

of Allegany County, in the State of Maryland, part198 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5½ per cent. per annum, in the manner following:

By the payment of Forty-1 has 03/100 - - (\$49.03) = - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground lying and being on the Southerly side of the Oldtown Road, in the City of Cumberland, Allegany County, Maryland, which is particularly described as follows:

BEGINVING for the same at a point on the Southerly side of the Oldtown Road, said point being distant 378% feet measured in an Easterly direction along the Southerly side of the Oldtown Road from its intersection with the Easterly side of South Street, said point being also the beginning point of a certain tract of land conveyed to John Brinker, et ux, by John Mathias Brinker, et ux, by deed dated November 17, 1913, and recorded in Liber 113, folio 447, one of the Land Records of Allegany County, Maryland, and running then South 9 degrees 37 minutes West 362 feet, then South 80 degrees 23 minutes East 80 feet to the Westerly side of Brinker Street, then with seid side of said Brinker Street North 9 degrees 37 minutes East 240 feet, then st right angles to said street North 80 degrees 23 minutes West 30 feet, then parallel with said street North 9 degrees 37 minutes East 132,28 feet to the Southerly side of the Oldtown Road, then with said side of said Oldtown Road, South 88 degrees West 51.05 feet to the place of beginning.





BFING the same property which was conveyed unto the parties

the first part by ased of Angelo M. Brinker and Dorothy Brinker, wife, dated the lith day of July, 1947 and recorded in Liber No.

folio 466 amon, the Lend Records of Allegeny County, Maryland

"And whereas this nortgage shall also secure as of the date hereof future advances made at the mortgagese option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anythme for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of ail expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of ali moneys owing under this mortgage, whether the same shall have then matured or not; and as to the halance, to pay it over to the said mortgagors, heirs or assigns, and in ease of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

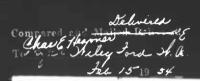
Hnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least S1x Thousand 00/100 - - (\$6000.00) - - - - - Doilars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after defauit under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such defauit, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors; for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage or a demand of the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, inneclately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to fercelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of the mortgage of the appointment of a receiver to collect the rents and profits of said promites and account therefor as the Court may direct; (4) that should the title to the herein mortgaged written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgaged's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any month

Mituess, the handsand scale of said mortgagors.

Attest	6.00.00 1.77/
Water Bara	Eu me F. Hum
	ith Catherine Plum [SEAL]
1100	[SEAL]
State of Maryland,	[SEAL]
Allegany County, to-wit:	
I hereby certify, That on this	30TH day of DECENABER
in swift mortgage is true and bona fide as therein	ermonally appeared George W. Legge, Attorney and coath in due form of law, that the consideration in set forth, and did further make oath in due form this affidavit as agent for the said mortgagee.
STATE OF PENNSYLVANIA DELUMARE COUNTY: to wit:	
I, HEREBY CHRIFY, that on this 2/7 ninteen Hundred and Fifty-three, before me, State of Pennsylvania, in and for said Count AMD EDITH CATHERINE PLUM, his wife, and said aforegoing mortgage to be their act and deed three many mand and Noterial Seal the day and	the subscriber, a NOTARY PUBLIC of the ty, personally appeared EUGENE F. PLUM d mortgagors herein acknowledged the d.
	agner Ford mc mabb



FILED AND AUGUNDEN JANUANY 4" 1954 at 3:30 P.M.

This Mortgage, made this 30th day of December

, in the

year Nineteen Hundred and fifty-three , by and between

Mildred Marie Atkinson, single,

expression shall include her heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part y of the first part and

Charles E. Heavner

hereinafter called Mortgagee , which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagor is justly and bona fide indebted unto the said Mortgagee in the full sum of Two Thousand Fifty (\$2,050.00) Dollars, which said indebtedness is to be repaid at the rate of not less than Twenty-Five (\$25.00) Dollars each month in addition thereto, and the said Mortgagor is to pay the interest thereon at the rate of Five per centum (5%) per annum. The interest is to be computed semi-annually, and it is further understood and agreed by and between the parties hereto that the total obligation, both principal indebtedness and interest it to be repaid in full within sixteen (16) months from the date hereof.

NOW, THEREFORE, this deed of mortgage witnesseth that, In consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor does hereby bargain and sell, give, the following property, to-wit:

All that part of that lot or parcel of land situated along the Christy Road and which was conveyed unto William F. Fisher by Adleheit Fesenmeier by deed dated April 2, 1897, and which is more particularly described as follows, to-wit:

BEGINNING at a point in the center of the Christy Road, North 67-3/4 degrees West 2½ perches from a small white oak marked with 3 notches andbeing at the end of South 60½ degrees East 25 perches, North 1½ degrees East 44 perches, North 29-3/4 degrees East 16 perches, North 34-3/4 degrees East 9-86/100 perches from a small white oak, at the beginning of the whole lot, it being at or near 12-14/100 perches on the 17th line of the whole lot as conveyed to William F. Fisher as aforesaid, and running thence across the said whole lot, South 59½ degrees East 26 perches to a stone, South 42 degrees 10 minutes East 18 perches to a stone, South 44 degrees 5 minutes East 13-56/100 perches to a stone, South 64 degrees 25 minutes East 6-96/100 perches to a stone, white oak on the 8th line of the said whole lot or parcel of ground, and with the said lines thereof as corrected for magnetic variation, North 34½ degrees East 7-92/100 perches to a chesthut oak stump, shown by said whilliam F. Fisher as the end of said line and which is now marked by a chestnut oak sapling with 6 notches in a line, then still with the lines perches to the bank of Evitt's Creek, North 6½ degrees East 35 perches to the bank of Evitt's Creek, North 6½ degrees West 22 perches, North 44 degrees 55 minutes West 97 perches to the Christy Road and with

it, and still with the lines of the whole lot, South 70 degrees West, 11 perches, South 30-3/4 degrees East 10 perches, South 44½ degrees
West 15 perches, South 50-3/4 degrees West 12 perches, South 46 degrees

West 11 perches, South 34-3/4 degrees West 12-14/100 perches to the beginning, containing 33-4/5 acres, more or less.

It being the same property which was conveyed unto the said Mortgagor by Charles E. Heavner and wife, by deed dated the of December, 1953, and to be duly filed for record among the Land Records of Allegany County.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee Two Thousand Fifty (\$2,050.00) Dollars

and in the meantime shall perform all the covenants herein on HER part to be performed, then this mortgage shall be void.

AND IT iS AGREED, that until default be made in the premises, the said Mortgagor occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant s to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee George R. Hughes, his

or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee

this mortgage, to keep insured by some insurance company or companies acceptance to the improvements on the hereby mortgaged land to an amount of at least

Two Thousand Fifty (\$2,050.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim to inure to the benefit of the Mortgagee to the extent of his lien or claim. hereunder, and to place such policy or policies forthwith in possession of the Mortgagee ; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest	nac Piter P
STATE OF	MARYLAND, ALLEGANY COUNTY, TO-WIT:
I here	py certify that on this 30th day of December, in the ye
19 <u>53</u> , befo	re me, the subscriber, a Notary Public of the State of Marylan
in and for s	id County, personally appeared, Mildred Marie Atkinson
act and deed.	And at the same time, before me, also personally appeared Charles E. Heavner
ue form of	the within named Mortgagee , and made oath in the consideration in said mortgage is true and bona fide as therein set forth.
WITN	SS promaind and Nitterfal Seal the day and year left above written.
d = 0.	Note: Dable

Compared and Mailed Reward E To Migee & autre St aty Jel 16 1954

Filed All Aucomber distant 4" 1954 at 3:30 P.M.

This Mortgage, made this 28th day of December

, in the

year Nineteen Hundred and fifty-three, by and between

Mildred Page Johnson, unmarried,

expression shall include her heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part y of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee , which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS The Mortgagor is justly and bona fide indebted unto the Mortgagee in the full sum of Seven Thousand (\$7,000.00) Dollars, which said indebtedness is payable three years after date hereof, together with the interest thereon at the rate of Five per centum (5%) per annum. Said Mortgagor hereby covenants and agrees to make payments of not less than Seventy (\$70.00) Dollars each month on account of the principal indebtedness and insterest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

NOW, THEREFORE, this deed of mortgage witnesseth and the sum of One Dollar, in hand paid, the said Mortgagor grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground situated and lying on the Westerly side of Goethe Street in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 7 of the subdivision of Turner Hall, and more particularly described as follows:

BEGINNING at a stake at the end of the third line of the description of the lots Numbers 3, 4, 5, and 6 of said subdivision, and running thence, reversing said third line, South 57-7/12 degrees East 200½ feet to the Westerly side of Goethe Street; and with it, South 39-1/6 degrees West 25-1/6 feet; thence leaving said street and running parallel with and 25 feet distant from the first line of this description; North 57-7/12 degrees West 197 feet to intersect a line drawn South 30½ degrees West from the place of beginning; thence reversing said intersecting line, North 30½ degrees West from the place of beginning; thence reversing said intersecting line, North 30½ degrees East 25 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Bertha Hymes, unmarried, by deed dated the 2nd day of February, 1945, and recorded in Liber No. 202, folio 681, one of the Land Records of Allegany County.

ALSO, All those lots, pieces and parcels of ground, lying and being on the Easterly side of Goethe Street, in the City of Cumberland, Allegany County, Maryland, being parts of Lots Nos. 55 and 56 of Henderson and Pearre's Addition to Cumberland, a plat of which said Addition is recorded among the Land Records of said Allegany County in Liber No. 38, folio 562, and particularly described as follows, to-wit:

П

H

FIRST: BEGINNING for the same at a point on the Easterly side of Goethe Street, at the end of the first line of Lot No. 54 of said Addition, and running thence with the Easterly side of said Goethe Street, North 26 degrees 45 minutes East 19.4 feet to intersect a line drawn through the center of the division wall between the frame house Nos. 91 and 93 Goethe Street, (now Nos. 481 and 483 Goethe Street), thence reversing said intersecting line and with the center line of said division wall, and the same extended, South 63 degrees 15 minutes East 93.8 feet to the Westerly side of a private alley, thence with said alley, South 29 degrees 20 minutes East 10 feet, South 14 degrees 40 minutes wast 13.9 feet to the second line of said Lot No. 54, thence reversing said second line, North 63 degrees 15 minutes West 104.8 second:

SECOND: BEGINNING for the same at a point on the Easterly side of Goethe Street, at its intersection with a line drawn through the center of the division wall between Nos. 91 and 93 Goethe Street (now Nos. 481 and 483 Goethe Street), said point being at the end of 19.4 feet on the first line of Lot No. 55 of said Henderson and Pearre's, and minutes East 20.6 feet to a private alley 10 feet wide, thence with said alley, South 63 degrees 15 minutes East 63 feet, South 29 degrees 15 minutes East 63 feet, South 29 degrees of said division wall between the frame houses Nos. 91 and 93 Goethe Street, (now Nos. 481 and 483 Goethe Street), thence reversing said intersecting line and with the center line of said division wall, and the same extended, North 63 degrees 15 minutes West 93.8 feet to the beginning.

It being the same property which was conveyed unto the said Mort-gagor by Lois Ann Bolka and Rudolph Andrew Bolka, her husband, by deed dated the 5th day of December, 1953, and recorded in Liber No. 255, folio 239, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertalning.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee Seven Thousand (\$7,000,00) Dollars

and in the meantime shall perform all the covenants herein on herein this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee

or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said . In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least

Seven Thousand (\$7,000,00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Thoras Potragino (SEAL) (SEAL) (SEAL)

102 Mag 242

	STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:
٠	I hereby certify that on this 2 046 days
	19 3. before me the subscribes a second
	in and for said County, personally appeared, Mildred Page Johnson, unmarried
	rage Johnson, unmarried
	the within named Mortgagor , and acknowledged the foregoing mortgage to be her
	act and deed. And at the same time, before me, also personally appeared w. Wallace McKaig
	ALLIGUE MCKRIG
	due form of law that the classifieration in said mortgage is true and bona fide as therein set forth.
	WITNESS by hand and Notario Seal the day and year last above written.
	6 R9/ 10
	Petrogel Suglish
ed Co	and Malled December
۶	ce Harton Md
-	Jet 16 11 34
	FILED AND ADCUMDED JAMUANY 5" 1954 at 10:05 A.M.
	This Murigage, Made thintmenty first day of December
	in the year Nineteen Hundred and Fifty three seasons by and between
P	· · · · · · · · · · · · · · · · · · ·
	rank, H. Lambert and Alice S. Lambert, husband and wife
_	of Aliesany
	of AlleganyCounty, in the State of Karyland
	parties of the first part, and The First National Hank of Berton, Maryland,
B	corporation organized under the national banking laws of The United
St	a tes of America
	AND ADDRESS OF THE PARTY OF THE
	of Barton, Allegany County, in the State of Wary land-
	of Barton, Allegany County, in the State of Warylandson
	party of the second part, WITNESSETH:
	party of the second part, WITNESSETH:
	Darly of the second part, WITNESSETH: Unbereas, The seid parties of the first part are indebted unto
	Dubercas, The seid parties of the first part are indebted unto the paid party of the second part in the full and just sum of one
	Dibercas, The seid parties of the first part are indebted unto the paid party of the second part in the full and just sum of one thousand dollars (\$ 1000.00) for money lent, which loan is now
	The seid parties of the first part are indebted unto the paid party of the second part in the full and just sum of one thousand collers (\$ 1000.00) for money lent, which losn is now evidenced by the promissory note of the said parties of the first
	Dibercas, The seid parties of the first part are indebted unto the paid party of the second part in the full and just sum of one thousand dollars (\$ 1000.00) for money lent, which loan is now

MBMR 302 PAGE 243

the sum of \$ 1000.00 at The First National Bank of Barton, Earyland And Thereas, it was agreed between the parties hereto prior to the lenoins of said money and the giving of said note that this mort-

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said. Parties_of the first part-----

dohereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, their-

heirs and assigns, the following property, to-wit:

ı

That certain lot of fround located in the town of Fidland, in Allegany County, Waryland, adjoining the public school property, and known as the "Resurvey on Elk Lick", and which property was conveyed unto the said parties of the first part by deed from J. Edwin Winters and Alma M. Winters, his wife, dated September 25, 1945 and recorded among the land records of Allegany County, Maryland on October 9th. 1945, and to which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be vold.

And it is Agreed that until default be made in the premises, the said Darties of

the first part, their heirs and assigns—
may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But In case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said perty of the

second part, its successors

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public suction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent: to the party selling or making said asie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

MBSR 302 PMGE 244

to be said parties of the first
heirs or assigns, and in case of advertisement under the above power but no saic, obe-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
And the said parties of the first part
further covenant to
to sure for fawith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its successors
and to some the relieve
the party of poncies mound therefor to be so framed or endorsed, as in case of fires
to inure to the benefit of the mortgagee .its successors
of ita or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt
Witness, the hand and seal of said mortgager a
Attests
13 Julla about France of
Frank H. Lambert
Alice S. Lampert. [SEAL]
State of Maryland,
Allegany County, to-mit:
I hereby certify, That on this twenty first day of December
in the year nineteen Hundred and Fiftythree before me, the subscriber,
as Notary Public of the State of Maryland, in and for said County, personally appeared
Frank H. Lambert and Alice S. Lambert, husband and wife
and each acknowledged the aforegoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared Patrick A. Laughlin
President of The First National Bank of Barton, Maryland.
the within named mortgagee, and made oath in due form of law, that the consideration it said
mortgage is true and bona fide as therein set for forth, and that he is the president
of the seid bank duly authorized to make this affice 1017870
WITNESS my hand and Notarial Seal the day and year aforesaid.
00 11 11 01 1103
Notary Public.

Myce Autemport Md

dilled A. a. a.Co. They JANUALY 5" 1954 at 10:05 A.M. This Mortgage, Made this thirty first day of December in the year Nineteen Hundred and Fifty II. reasonable ween by and between Lervel T. Clark and Ethel Clark, husband and wife----

of mesternport, Allegany------County, in the State of Earyland----parties of the first part, and The Citizens National Bank of Westernport, Estyland, a corporation, organized under the national banking laws of The United States of America of Westernport, Allegany County, in the State of Maryland ---party _____of the second part, WITNESSETH:

Whereas.

The said parties of the first part are indebted unto the party of the second part in the full and just sum of one thousand dollars for money lent, which losn is evidenced by their promissory note of even date herewith, payable on demand with interest to the order of the said party of the second part at The Citizens National Bank of Westernport, Maryland. And Whereas, it was agreed between the parties prior to the making of said loan and the giving of said note that this mortgage should be executed-

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do ----- give, grant, bargain and sell, convey, release and confirm unto the said Party of the second part, its successore-----

and assigns, the following property, to-wit:

Hammond's Addition to the town of Westernport in Allegany County, State Hammond's Addition to the town of Westernport in Allegany County, State of Maryland, being the rear or eastern portion thereof, the same having a frontage on the South side of Fifth Street of sixty three feet (63) and extending back, the same width throughout a dietance of fifty feet (50) to lot No. 238 in said addition. Being the same parcel of land which was conveyed same parcel of land from George Clerk end wife, dated October 12, 1931 and of record among the land records of Allegany County, Maryland In Liber No.167 Folio 325. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby conveyed

Together with the buildings and improve	
Together with the buildings and improvements thereon, and the rights, roads, ways waters, privileges and appurtenances thereunto belonging or in anywise appertaining.	,
Propided the state of the state	
Drovided, that if the said parties of the first part; their	P
and shall pay to the said	1
party of the second part, its successors	
together with the interest thereon, as and when the same shall become due and payable, and in	
and shall perform all the covenants herein on their	
performed, then this mortgage shall be void-	
And it is Agreed that until default be made in the premises, the said parties of	-
the first part, their heirs and assigns	
may hold and possess the aforesaid property upon paying in	
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,	
mortgage debt and interest thereon, the said parties of the first part	
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,	
and these presents are hereby declared to be made in trust, and the said party of the	
second part, its successors	
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which at sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	
matured or not; and as to the balance, to pay it over to the said parties of the first	
in case of advertisement under the contract of	
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns.	
And the said parties of the first part	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
Company or companies acceptable to the mortgagee or 1ts successors or	
assigns, the improvements on the hereby mortgaged land to the amount of at least	
ne thousand	ı
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	1
o inure to the hencfit of the mortgagee , its successors, or assigns to the extent	ı
file or seems as a seems their lien or claim hereunder and to place and	
oncies forthwith ill possession of the mortgagee , or the mortgagee may effect said insurance	
nd collect the premiums thereon with interest as part of the mortgage debt	ı
Hitness, the hand and seal of said mortgagors	
Theres & Lauflin manel 7 cl	
Hervel T. Clark [SEAL]	
BAGALANA BARARA	
Ethel & clash	,
Ethel F. Clerk. [SEAL]	

in the same of the

LIBER 302 PAGE 247

State of Maryland, Allegany County, to-wit:

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Hwhetworth Notary Public

P01

Whereas.

UBER 302 PAGE 248

The said parties of the first part are indebted unto the party of the second part in the full and just sum of eighteen hunores dollers for money lent, being the purchase price of the hereby eartymped property, and which loan is evidenced by the promissory note of the parties of the first part of even date herewith, payable on senend with interest to the order of the perty of the second part at The citizens National sank of Western,ort, Laryland, and whereas, it was ners d prior to the making of said loan and the biving of said note t of this purchase money mortgage should be executed.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand poid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do----- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors -----

* * and assigns, the following property, to-wit:

6

-

All that certain lot of ground in the village of Franklin, near the town of West-rnport, in Allegany County, known and described as Lot A in a suddivision of the Gannon property, and said lot fronting 80.7 feet on the Zest side of the County Road leading from West-rnport to Barton, and being the same property which was conveyed unto George Shingler, Sr. and John C. Shingler by deed from Faul P. Gannon, dated becamber 24, 1953 and which deed is to be recorded among the land records of Allegany County, Maryland at the same time as this purchase money mortgage; also that adjoining lot which was conveyed unto George Shingler by deed from Marie K. Gannon, dated which was conveyed unto George Shingler by deed from Marie K. Gannon, deed an Allegany County, Maryland; also that lot adjoining which was conveyed by Paul P. Gannon and harle Gannon todeor, a Shingler and wife, dated the first of September, 1949, recorded in Liber No. 226 Folio 425 of the land records of Allegany County, bearing Gannon todeor, and Shingler and wife, dated the records of Allegany County, bearing Gannon todeor, and the same recorded a reference in hereof made for a more definite and particular description. In hereby made for a more definite and particular description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said parties of the first part -----party of the second part, its successors-----################################ or assigns, the aforesaid sum of lighteen hundred dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their __ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Parties of the first part, their heirs or assigns--may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said DEFties of the first part

hereby covenant to pay when legally demandable.

Hut in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
STATE TRANSPORT
Part, Its successors
· · · · · · · · · · · · · · · · · · ·
his, her of their duy constituted attended on Horace P. Whitworth, its or
time thereafter, to sell the property bearing and increase and empowered, at any
or assigns; which sale shall be made in purchasers thereof, his, her or their heirs
days' notice of the time place many and the strong to-wit. By giving at least twenty
from such sale to apply first to the
taxes levied, and a commission of sich
more than the same shall have been then
matured or not; and as to the balance, to pay it over to the said parties of the first
Port, their
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns.
And the said perties of the first pertagnament
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies accortable to the
Company or companies acceptable to the mortgagee or 1ts successors or assigns, the improvements on the hereby mortgaged land to the amount of at least
Fighteen hundred
Eighteen hundred
to be so trained or endorsed as in case of figure
to inure to the benefit of the mortgagee its successors for assigns, to the extent
of 1ts or their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt
2012s.
Mititess, the hand and seal of said mortgagors
Attest
349 Whitworth Sohn C Shingler [SEAL]
John C. Shingler [SEAL]
George Shippler, Br [SEAL]
* Has. How I have low
Cometta Shingler [SEAL]
State of Maryland.
Allegany County, to-wit:
5 - mg. at att.
I hereby certify. That on this twenty minth day of December
in the year nineteen Hundred and Fifty three-before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
John C. Shingler, single: Courty, personally appeared
John C. Shingler, single; George Shingler, Sr. and Rosetta Shingler,
and each acknowledged the aforegoing mortgage to be their voluntary
act and deed; and at the same time before the inortgage to be. their voluntary
act and deed; and at the same time before me also personally appeared. Horace P. Whitworth.
President of The Citizens National Bank of Westernport, Maryland.
the within named mortgagee, and made oath in due form of law that it
and and one and one at therein set for forth and about
of the said bank duly authorized to make this affidavit.
WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Swhitmon Bolling

Compared and Marine werry To Mager Sheeterager The Fel. 16

Files All account JANUARY 5" 1954 at 10:05 A.M.

Roy R. Bland and Elsie E. Bland, husband and wife-----

Whereas,

The seid parties of the first part are indebted unto the seid party of the second part in the full and just sum of four thousand dollars for money lent, which losn is to be applied on the purchase price of the herein mortgaged property, and is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the said party of the second part at The Citizens Bational Bank of Westernport, Maryland in said sum of four thousand dollars. And Whereas, it was agreed that this mortgage should be executed to secure the same.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Parties of the first particles. do----give, grant, bargain and sell, convey, release and confirm unto the said party of

the second part, its successors and assigns----

40.1

All first lend in the town of luke, Arlegany County, Paryland, chown as sold to 255 on the pist of west Pledmont, Fronting 25 feet on the West developed of Phirwies Street and extending back to Feach Arley, Improved by First part herein by deed from 1817 A. Friday, whom, dated December 29th, 1953 and to be recorded among the land records of Arlegany County, of land adjoining the above lot, Fronting 25 feet on the West bide of plat of said town of like, and being the same property which was conveyed unto the parties of the 25th of Street, improved by nouse ho. 311 and being lot to, 256 on the unit of the parties of the first part herein by deed from the West Virginia 252 Page 238 of the land records of Allegany County, Asryland. To which deeds so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaped.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their-part to be performed, then this mortgage shall be void—

And it is agreed that until default be made in the premises, the said parties of the first part, their----

the meantime, all taxes, assessments and public liens levied on said property, upon paying in mortgage debt and interest thereon, the said perties of the first part

hereby covenant to pay when legally demandable.

Y

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Darty of the second

part, its successors

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their----heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns.

And the said parties of the first part
finthon
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its successors
assigns, the improvements on the hereby mortgaged land to the amount of at least
Four thousand
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires
to inure to the benefit of the mortgagee , its successors or assigns, to the extent
of its ortheir lien or claim hereunder and to place and
posters forthwith in possession of the mortgagee , or the mortgagee may effect said incurred
and collect the premiums thereon with interest as part of the mortgage debt
Mittiess, the hand and seal of said mortgagor s.
Attest:
Home & Whiterorth & Roy R Bland [SEAL]
#############################
* Else E. Bland [SEAL]
C
State of Maryland,
Allegany County, to-wit:
I hereby certify, That on this twenty ninth day of December
in the year nineteen Hundred and Fifty three
a Notary Public of the State of Manual and the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Roy R. Bland and Elsie E. Bland, husband and wife
and each acknowledged the aforegoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared Horace P. Whitworth.
President of The Citizens National Bank of Westernport, Maryland.
the within named mortgagee, and made outh in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth, and that he is the president of
said bank duly authorized to make this affidavit.
WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Hwhitworth

This AND ACCORDED JANUARY 5" 1954 at 10:10 A.M.
This Hurringer, made this Twenty Ninth day of December -

December --

year Ninetcen Hundred and Fifty Three , by and between

Roy R. Bland and Elsie E. Bland, his wife, of Allegany County, Maryland,

hcreinafter called Mortgagors , which expression shall include. their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allcgany County, State of Maryland, part ieaf the first part and

Donald P. whitworth and Anna Lee Whitworth, his wife, of Allegany County, Maryland, hereinafter called Mortgagee 3, which expression shall include their --- heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of

Maryland, part iesof the second part, witnesseth:

upon a Promissory Note of even date herewith

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed in the principal sum of TWENTY SIX HUNDRED AND FIFTY

Dollars (\$ 2650.) annum on the unpaid principal until paid, principal and interest being payable at the office of Dr. Donald "I Whitworth ------, in Piedmont, West Virginia" Maryland, or at such other place as the holder hereof may designate in writing, in monthly installments ataleast Thirty

WHEREAS, the amount herein borrowed is forthe purchase price of the hereinafter described real estate and therefore this is known as a Purchase Money Mortgage, and

WHEREAS, it is understood between the parties hereto that this Mortgage is subject to the liem of the Citizen's National Bank of Westernport, Maryland, for the sum of Four Thousand Dellers (\$4,000.00), dated December 29th, 1953, and recorded among the Land Records of Allegeny County, Maryland, in the Mortgage Lien Records. -

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor do hereby bargain and sell, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit: hereby bargain and sell, give,

All of that land in the Town of Luke, in Allegany County, Maryland, known as Lot Number Two Hundred Eighty Five (285) on the plat of West Piedmont, fronting 25 feet on the west side of Fairview Street and extending back to Peach Alley, as improved by Dwelling House No. 309, and which was conveyed unto the said parties of the first part herein by deed from Mary K. Friday, Widow, dated December 29th, 1953, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as this purchase money Land Records of Allegany County, Maryland, at the same time as this purchase money mortgage; ALSO the lot of land adjoining the above lot, fronting 25 feet on the West side of Fairview Street, improved by House No. 311, and being Lot Number Two Hundred Eighty Six (286) on the plat of said town of Luke, and being the same property which was conveyed unto the said parties of the first part herein by deed from the West Virginia Pulp and Paper Company, dated August 3, 1953, and of record in Liber No. 252, folio 238, of the Land Records of Allegany County, Maryland. To which deeds so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee s the aforesaid

EWENTY SAM HUNDRED AND FIFTY DOLLARS (\$2,650.00) __

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor's occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in

UDBR 302 PAGE 254

whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due und payable, and at any time thereafter either the said Mortgagee or Porace P. Whitworth Jr. duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Suid property shall be sold for each after giving ut least twenty days' notice of the time, place, manner and terms of sule, in some newspaper

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the purty making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the rutification of the auditor's report; and third, to pay the balance to the said Mortgagor 5. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s . further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee g, the improvements on the hereby mortgaged land to an amount of at least

SIXITY SIX HUND, and FIFTY dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss to inure to the benefit of the Mortgage as to the south of the south

hereunder, and to place such policy or policies fort the premium or premiums for said insurance when d	xtent of their lien or claim hwith in possession of the Mortgagee ; and to pay ue.
WITNESS the hand and seal 3 of said Mor	
Attest: Lorace O. Whitermth Jr.	Roy R. Bland (SEAL)
	SEAL) Black (SEAL) Black (SEAL)
STATE OF MARYLAND, ALLEGANY COUNTY, T	
19 33, before me, the subscriber, a Notary Pub	December, in the year
n urd for said County, personally appeared, Roy	R. Bland and Elsie E. Bland, his wife,
the within named Mortgagor s , and acknowledged act and deed. And at the same time, before me, also annua Lee Whitworth, his wife,	personally appeared Donald P White-
	e within named Mortgagee s, and made oath in ge ls true and bona fide as therein set forther.

I. L. Reduce ally vey

Pudou Money	10:40 A.M. 5" 1954 at 10:40 A.M.
Chis Murinane, Made th	is 4th. day of January,
	day of January,
in the year Ninetcen Hundred and Fift	v Three
	, by and between
Brace L. Hutson and Doris C. Widow,	. Hutson, his wife, and Audrey L. Hutson
arragany	County, in the State of Maryland,
and an	. maryland,
parties of the first part, hereinafter	called morteness #
ciation, Incorporated, a corporation inco Allegany County, in the State of Marylan WITNESSETH:	called mortgagor 3 , and Home Building and Loan Assorpsorated under the laws of the State of Maryland, of d, party of the second part, hereinafter called mortgagee.
Unbecars, the said mortgagee h	us this day loaned to the said mortgagors , the sum of
FOUR THOUS	SAND AND FIVE
such reals are red and a second	Dellary
from the day of the transfer agree	to repay in installments with interest thereon
from the date hereof, at the rate of six pe	er cent, (6%) per annum, in the manner following:
By the payments of	*
	FIFTY Dollars,
store the first day of each and ever	ry month from the date hereof until at
principal sum and interest shall be paid	and the whole of said

and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of

said advance.

principal sum and interest shall be paid, which interest shall be computed by the calendar month,

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagor s do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: All of the following parcels of land situated in or near the Village of Cresaptown in Allegany County, State of Maryland, which are particularly described as follows, to-wit:

FIRST PROPERTY: BEGINNING on the North side of the Winchester Road at the Southwest corner of Hutson's Lot, said point being at the end of 10-1/2 feet on a line drawn South 56-1/2 degrees East from an Eilanthus tree, and running thence with said Hutson's lot North 56 degrees East 172-1/4 feet to the Northwest corner thereof, then North 35 degrees West 359-3/4 feet to the said Winchester Road and running with it South 36 degrees West 93-3/4 feet, then South 20 degrees West 25 degrees to the Baginning.

Saving and excepting therefrom all those parts thereof which were heretofore conveyed by Annie Kammauf by deed as follows: To Charles 3. Grant, et ux., by deed dated March 18, 1932, and recorded among the Land Records of Allegany County, in Deeds Liber No. 187, folio 335; to Leroy R. Robertson by deed dated June 3, 1937, and recorded among the Land Records of Allegany County, in Deeds Liber No. 178, folio 194; to Christine Burns by deed dated August 24, 1937, and recorded manage in Deeds Liber No. 178, folio 466; to Dean W. Broadwater by deed dated August 31, 1937, and recorded in Deeds Liber No. 178, folio 496; and to George Broadwater by deed dated August 31, 1937, and recorded in Deeds Liber No. 178, folio 496; and to George Broadwater by deed dated August 31, 1937, and recorded in Deeds Liber No. 178, folio 497.

This being the same property which was conveyed by Edward J. Kammauf, Widower, et al., unto the said Brace L. Hutson and Doris C. Hutson, his wife, by deed dated January 4. 1954, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein.

The above described property is improved by a frame dwelling house of two stories consisting of eight rooms.

SECOND PROPERTY which consists of two parcels and are particularly described as follows, to wit:

First-Parcel: All those lots or parcels of land situated on . the mesterly side of the McMullen Highway near the Villege of Pinto, in Alle any County, State of Maryland, which are known as Lots Nos. 14 and 15 as shown on the plat of Section A Triple Lakes Town Site, which plat is filed among the Land Records of Allegany County, Maryland, in plat box # 107. Special reference is hereby made to the aforesaid plat for a full and complete description of the lots hereby conveyed. Each of said lots has a frontage of 25 feet on McMullen Highway and an even depth of 125 feet

Second Parcel: All that certain tract or parcel of land situated in the Villaga of Cresaptown, Allegany County, Maryland, and known and designated as Lot No. 2 on the plat of the Village of Cresaptown, said lot fronting 52-1/2 feet on Virginia Street in said Village, and extending back 165 feet.

This being the same property which was conveyed by Brace L. Hutson, et al., unto the said Audrey L. Hutson, widow, by deed dated October 14, 1953, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein.

The above mentioned deed conveyed all of the right, title and interest of all the parties having an interest in the said property except for the interest of two infants and their interests was conveyed by Thomas Lohr Richards, Trustee in No. 23,281 Equity, to Audrey L. Hutson, by deed dated January ______, 1954, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein. In the last mentioned deed the interest of John A. Hutson, infant, and George N. Hutson, infant, were conveyed as aforesaid. Special reference is hereby made to the above mentioned deeds for a more full and complete description of the property hereby conveyed. The second parcel mentioned last above is improved by log and frame two story dwelling house consisting of six rooms and bath and equipped with hot air furnace and by a detached garage for two automobiles with a shop under the garage.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars (\$500) nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, Section 2, of the Annotated Code of Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do

covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indeftedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the inthe three on, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which safe shall be made in manner following to-wit: at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the pro-Inshed in Cumperland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagors , their representatives, heirs or assigns

Hnd the said mortgagor s, their heirs, executors, adminstrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

FOUR THOUSAND AND FIVE in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagors. mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title and profits of said premises and account therefor as the court may direct; (o) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgager's, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the natural of any monthly installment as herein provided, shall have continued for thirty days, or payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagors.

Attage: Rosalie a Craptice	Broce L Huten (SEAI
	Brace Lo Hutson Oction F. Hutson Doris C. Hutson (SEAL
	Audrey Hutson KutsonsEAL

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 4th . d	lay of	January	
in the year nineteen hundred and fifty -four subscriber, a Notary Public of the State of Maryland, in and for said C	Zonnaku.	, before	me, the
L. hutson and Doris C. Hutson, his wife,	and A	udrey L.	Hutson
the said mortgagor s herein and thay acknowledged the afore act and deed; and at the same time before me also personally	egoing i	mortgage to l	e their

488 302 PAGE 258

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due Jour of lay that he had the proper authority to make this affidavit as agent for the said mortgagee.

C WINESS my hand and Notarial Seal the day and year aforesaid.

Rosalie a. Orablice

To Mitgle Cusatown

parties of the second part, WITNESSETH:

	Fired Win Wind	Unded JANUARY 5" 1	25% Bt 1:00 P.	244
This A	Aortgage, made ti	nia 5 day	of January	cy
in the year 1	Nineteen Hundred and Fift	ty man Jours.	, by a	nd between
Louis Rus	sell Winter and Man	ry P. Winter, his w	wife, both of	Cresap-
town,			%	
of Alleg	элу	County, in the St	ate of Maryland	
parting of	f the first part, and are	essell O. Winter an	nd Mary C. Win	ter, his
wif*, als	o both of Grasapton	wīn,		
of Al	legany .	County, in the St	ate of Maryland	

Wilbercas, the parties of the first part are indebted unto the the said parties of the second part in the full and just sum of Eleven Hundred (\$1100.00) Dollars, for money lent, which loan is evid enced by the promissory note of the said parties of the first part of even date herewith for the sum of Eleven Hundred Dollars, payable two without dutient years after dates to the order of the said parties of the second part;

Whereas, it was understood and agreed by the parties hereto that this mortgage should be executed in order to secure the prompt paymen of said mortgage, or any renewal thereof which might be executed.

MBR 302 PAGE 259

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there of nometics extracted the said Louis Russell Winter the Mary P. Winter, his wife, portion of the first part

do _ give, grant, bargain and sell, convey, release and confirm unto the said parties

П

П

П

here and assigns, the following property, to-wit: All that pince and parcel of real nature of butter of butter of the distributed in Green town, Allegany County, Maryland, and being more continuously recombed as follows:

Testiming at a stake maining on the Northerly sign of winter brives the second the argund line ins deed to Harold 2. Winter, et ux, hearing arts, the 11th day of Catcher, 1949, and recorded in Liber 22. 227, folio 452, one of the land records of Allegany County, Maryland, and reversing said second line North 2 degrees 00' East 136.5

feet; thence South 65 degrees 57 minutes East 50 feet; thence South 2 degrees west 132.01 feet to the Northerly side of Winter Drive; thence with said Northerly side of Winter Drive South 83 degrees .08' West 26.02 feet; thence continuing with the Northerly side of Winter Drive North 84 degrees 46 minutes West 24.33 feet to the place of beginning. Heing the same piece and parcel of land which was conveyed unto the parties of the first part herein by the parties of the second part by deed bearing date the 28th day of May, 1973, and recorded among the land records of Allegany County, Maryland, in Liber 40. 250, folio 221.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their
executor, administrator or assigns, the aforesaid sum of Eleven Hundred Dollars

the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or the level the second in whole or in part, or in any agreement, covenant or condition of this mortgage,

LEER 302 PAGE 260

then the entire mortgage debt intended to be hereby secured shall at once become due and payable,	- 11
and these presents are hereby declared to be made in trust, and the said parties	
of the second part, their	
heirs, executors, administrators and assigns, or <u>Estel 3. Kelley</u> his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	
matured or not; and as to the balance, to pay it over to the said ' parties of the	
Cirst part, their heirs or assigns, and	ı
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.	
And the said parties of the first part	
further covenant to	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
Company or companies acceptable to the mortgagees or their	-
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Fleven liwinged Dollars,	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in ease of fires,	
to inure to the benefit of the mortgagees. their heirs or assigns, to the extent	
of their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgageesmay effect said insurance and collect the premiums thereon with interest as part of the mortgage debt	•
Mitness, the hand and seal of said mortgagors.	
Attest:	
Mrs Elizabeth Meagher & Jane Rossell Winter [SEAL]	
Mary winter [SEAD]	
State of Maryland, Allegany County, to-wit: I hereby certify, That on this 5th day of the day of t	
	ш
in the year nineteen Hundred and Fifty Torrel, before me, the subscriber,	
of the State of Maryland, in and for said County, personally appeared	
Louis Russell Winter and Mary P. Winter, his wife	
and cach acknowledged the aforegoing mortgage to be their respective	
act and deed; and at the same time before me also personally appeared Wressell O. Winter	
and Mary P. Winter, his wife	-
the within named mortgagees and made oath in due form of law, that the consideration in said	
mortgage is true and bons fide as therein set for forth.	1
William	
WITNESS my hand and Notarial Seal the day and year aforesaid.	1

Mtgee City 102 PAGE 261 FILLU And AuGunded JANUARY 5" 1954 at 3:10 P.M. MARYLAND MORTGAGE Tuis Mortgage, made this Jan day of and between LOOKS ALTON WAS COMER and LUVERN MCOMER, his wife. of Alleran Scanty endled the Mortgagor, and The Liberty Trust Cor any, Cumberland, aryland, Edwin Jount a corporation organized and existing under the laws of the State of Far Land hereinafter called the Mortgagee, WHENEAS, the Mortgagor, being nonember of the Mortgagee, is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of being part of the purchase money for the property hereinafter described, with interest from date at the rate of per centum (4 %) per annum until paid, principal and interest being four and ne-nalf percentum (4 %. %).
payable at the office of The Liberty Trust Company Cumberland

Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-two and , 19 54, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall he due and payable on the first day of January , 19 69. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less. AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date And Whereas, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents. Now, Therefore, This Mortgage Witnesseth, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, Curpe rland, Allegany County in , in the State of Marvland to with , in the State of Maryland, to wit: All that lot or parcel of round situated and lying in the City of Surberland, Allerany County, Maryland, known and distinguished as part of Lots 22 and 23 of Renderson and Pearre's Addition to the City of Cumberland and more partide harly described as follows: BECINMING for the same on the westerly side of Coethe Street at the end of a line drawn northerly 553 feet from the northeast corner of the "Darnell House" and running thence at right angles with Goethe Street North 63 degrees 15 minutes therefrom North 26 degrees 15 minutes asst 25 feet, thence South 63 degrees 15 minutes asst 100 feet to the westerly side of Goethe Street, thence along said side of Goethe Street South 26 degrees 15 minutes lest 25 feet to the place of beginning. It being the same property which was conveyed unto the said Mortgagors by Wilmettie Haller, widow, by deed dated the 4 day of January 1954, and duly ecorded among the Land Records of Allegany County, Paryland. This mortgare is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtanances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned: To Have and to Hold the above described property and improvements unto the said Mortgagee, its cessors and assigns, forever in fee simple. Provided, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgages at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default. The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with and in addition to, the monthly payments of principal and interest payments the

terms of the mortgage note here by secured, the Mortgagor will pay to the Mortgage, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policiea of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to clapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums; (II) interest on the indebtedness secured hereby; and (III) amortization of the principal of said indebtedness.

 - Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.
- this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

 2. If the total of the payments made by the Mortgage for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be redicted on subsequent payments to be made by the Mortgage for ground rents, taxes, assessments, or insurance gagor for such times. If, however, such monthly have prevented shall not be sufficient to pay such items, if, however, such monthly made by the Mortgage and the same shall become due and payable, then the Mortgagor shall pay to the Mortgage ay amount necessary to Mortgage stating the amount of the deficiency, which notion that the property of the contract of the Mortgagor in accordance with the property by mail. If a try time the Mortgagor shall tender to the Mortgagor, in accordance with the property of the note secured hereby, full payment of the Mortgagor any credit balance remaining under the provisions of the note secured hereby, and it has Mortgagor and the provisions of this mortgage results in a public sale of the premises covered hereby, or if the Mortgagor acquires the property otherwise after checky, or if the Mortgagor acquires the property deriversion and the property is otherwise after the remaining to credit of Mortgagor under (a) of paragraph 1 previously and the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the accuracy and the remaining unpaid on the mortgage debt.

 3. The lim of this instrument shall remain in full force and effect during any postponement or retarsion of the time of payment of the indebtedness or any part thereof secured hereby.

 (4%) per animal product rates and other governmental or municipal charges of the time of payment of the indebtedness or any part thereof secured hereby.

 (5) Upon the request

- transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

 8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagoe shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

 9. He specially warrants the property herein mortgaged, and he will execute such further assurances. If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accured interest thereon, shall, at the option of the Mortgagoe, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for sixty days) and the said Mortgagor hereby authorizes and directs he said Mortgage, its successors or assigns, or George R. Hughes its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgage, premises, and any such sale whether under the above assent to a decree or under the above power of sale, the proceedings; and any such sale of said property under the above assent to a decree or under the above power of sale, the proceeding of the property under the sale of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto. Upon any sale of said property under the sale of said property under the sale be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counterface of Fifty Dollars for conducting the proceedings; and also a commission to

heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagec" shall include any payee of the indebtedness hereby secured or any transferee Witness the signature (a) and any content of the co WITNESS the signature(s) and scal(s) of the Mortgagor(s) on the day and year first above written. Witness: James M. Lorley

STATE OF MARYLAND, ALLEGANY COUNTY to wit: 4 # I HEREBY CERTIFY, That on this 4 day of the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany aforesaid, personally appeared Lloyd Elton Newcomer and Luvern E. Newcomer, his wife the above named Mortgagors, and each acknowledged the foregoing mortgage to be act.

At the same time also personally appeared Charles A.Piper
the President of the within body corporate, Mortgagee, and made oath in due form of law that
the consideration of said mortgage is true and bons fide as therein set forth; and also made oath that he is the
agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTMENY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year Moresaid.

FILED AND RECORDED JANUARY 6" 1954 at 2:35 P.M. PURCHASE MONEY

This Mortgage, Made this 29th. January day of Bocombar in the year Nineteen Hundred and Fifty - three four

, by and between

Franklin C. J. Pennone and Betty M. Pannone, his wife,

Allegany County, in the State of Maryland part las of the first part, and

The Second National Bank of Cumberland, a National Banking Corporation, with its principal place of business in Cumberland

of_ Allegany County, In the State of___ Maryland

_of the second part, WITNESSETH:

100 me 100

Cubercas, the parties of the first part are indebted unto the sity of the second part in the full and just sum of Four Thousand Four Munamed (\$1400.00) Dollars with interest at the rate of Four and no-half (\$150) per cent per annum computed monthly on unnaid lalances, said indebtedness to be emortized over a 20 year period (\$27.24) per month, the first monthly payment being due and payable ont. from the date of these presents and each and every month from the first monthly payment being due and payable ont. from the whole principal together with the interest consint thereon is sid in full, said monthly payment being first and independent interest and the before to the principal, to secure which said monimal together with the interest according thereon these presents are executed. Privilege is reserved to present these presents are executed. Privilege is reserved to present the payable than the amount of one inetallment, and many part themeon not less than the amount of one inetallment, and many part themeon not less than the amount of one inetallment, and many part Themeon not less than the amount of one inetallment, and many part themeon not less than the amount of one inetallment, and many payable for the first filess.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Franklin C. J. Fannone and

Dotto all. Farmore, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Name and assigns, the following property, to-wit:

1:1

All that lot, piece or percel of ground situated, lying and being on the easterly side of Uhl Highway about three miles southerly of the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

Beginning for the same at a concrete marker at the end of the third line of the deed from Edward A. Koegel et al to the Potomaco Edison Company dated July 3, 1947, which is recorded in Liber 215, Folio 701, one of the Land Records of Allegany County, Maryland, and then running from said point South 82% degrees East 26.7 feet to the corner post of a fence, then with said fence South 26% degrees West 251.5 feet to a second corner post, then South 87% degrees West 29.25 feet to a post of said fence, said last mentioned post being located or a hillside and with 20 feet plance allowance for slope from the center of the Uhl Highway, then with the easterly margin of said highway by a curve with a chord bearing and distance of North $27\frac{1}{2}$ degrees West 123.75 feet to a stake located 20 feet horizontally from the center of Uhl Highway, then North 2 degrees Weet 101 feet to the end of the first line of the aforementioned deed to the Potomac Edison Company, then by true meridian course South 73 degrees East 153 feet to the end of the second line of said Potomac Edison deed, and then North 28 degrees East 50 feet to the place of beginning.

Being the ease property which was conveyed unto the parties of the first part by deed of Edward A. Koegel et ux of even date which is intended to be recorded among the Land Records of Allsgany County, Meryland, simultaneously with the recording of these presents.

Cogether with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Drovided, that if the said Franklin C. J. Pannons and Batty E. Fannon
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
Second National Bank of Cumberland, its successors,
executor xadministrator or assigns, the aforesaid sum of
Four Thousend Four Hundred 00/100 + (\$1100.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
Frenklin C. J. Pennone and Betty M. Pennone, his wife,
may hold and possess the aforesald property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Frenklin C. J. Pennone and Retty V.
Pannone, his wife,
hereby covenant to pay when legally demandable.
then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Second National Bank of Cumberland, its successors.
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Franklin C. J. Pannone
and Betty M. Pannone, his wife, their heirs or assigns, and
In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors. their representatives, heirs or assigns.
End the said Franklin C. J. Pannone and Batty M. Pannone, his
First han command A.
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or 1th
assigns, the improvements on the hereby mortgaged land to the amount of at least
Four Thousand Four Hundred 00/100 (\$4400.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endersed, as in case of fires,
to inure to the benefit of the mortgagee , its successors bake or assigns, to the extent
of 1ts or their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

UBER 302 PAGE 266

Hitness, the hand and sent of said mortgagor . A A State of Sent of Sent of Seal of S
State of Maryland,
Allegany County, to-wit:
I hereby certify. That on this 20th. day of Documber,
in the year nineteen Hundred and Fifty - the four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Frenklin C. J. Penrone and Batty M. Pannone, his wife,
and they acknowledged the aforegoing mortgage to be. thair
act and deed; and at the same time before me also personally appeared Joseph M. Neughton,
Fresident of the Second National Bank of Cumberland
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.
Notary Public.

To Bes St. Legge acty City Feb 4 19 54

FILED AND RECORDED JANUARY 6" 1954 at 2:00 P.M.

PURCHASE MONEY .

This Martigage, Made this STM day of JANUARY in the year Nineteen Hundred and fifty Your by and between

Giachino A. Lisenti and Bessie L. Lisenti, his wife,

of Allegany County, in the State of Maryland, part 10% the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Three Thousand Forty 00/100 - (\$3040,00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{41}{3}$ per cent. per annum, in the manner following:

By the payment of <u>Twenty-three 25/100 - - (\$23,25) - - - - Dollars</u> on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the follow-

All that lot, piece or parcel of ground situate, lying and being on the Southeasterly side of Virginia Avenue in the City of Cumberland, Allegany County, Maryland, being known and designated as a part of Lot No. 3 and a part of Lot No. 4 of a plat of ground situated on the Southeasterly side of Virginia Avenue, North of and adjoining the Holy Cross Church which is recorded in Liber 98, folio 658, one of the Land Peccords of Allegany County, Maryland, and being more particufarly described as follows, to-wit:

easterly side of Virginia Avenue at the end of 3.67 feet on the first line of Lot No. 4 and running: (1) then with the remainder of the first line of Lot No. 4 and a part of the first line of Lot No. 5, and with the Southeasterly side of Virginia Avenue, North 19 degrees 25 minutes East 20.08 feet to a point in range with the center of the partition wall of the double concrete block and frame dwelling, Nos. 8 and 10 Virginia Avenue, a part of which occupies this described parcel of ground; (2) then leaving Virginia Avenue at right angles and in range with the center of said partition wall, South 70 degrees 35 minutes East 100 feet to the westerly side of an alley, (3) then with the said

third line of said Lot No. 4; and (4) then with a new division line cutting across the whole of Lot No. 4, North 70 degrees 35 minutes West 100 feet to the place of beginning.

of the first pert by dead of Franklin C. Pannone end Betty M. Pennone, his wife, of even date, which is intended to be recorded among the Land Recorde of Allegany County, Maryland, simultanacuely with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt, but not to exceed in the agexceed the original amount hereof provided, the sell amount of any such advance is used for any the costs of any repairs, alterations or improv

in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s. their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

Bnd it is Bgrccd that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leege, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Forty 00/100 - - (\$3040.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the
mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall
become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage, of note, or in any
other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no
waiste, impairment or deterioration of said property, or any part thereof, and upon the failure of the
mortgager of to keep the buildings on said property in good condition of repair, the mortgagee may
demand the immediate repair of said buildings or an increase in the amount of security, or the
immediate repairs of the debt hereby secured and the failure of the mortgagor s to comply
with said demand of the mortgagee for a period of thirty days shall constitute a breach of this

LEER 302 PAGE 269

natione, and at the option of the mortgagee, immediately mature the entire principal and interest hardware, and at the option of the mortgagee may, without notice, institute proceedings to foreclose this nortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this renetzate in any action to foreclose it, shall be entitled (without regard to the adequacy of parameters for the debt) to the appointment of a receiver to collect the rents and prefits of said parameters and account therefor as the Court may direct; (4) that should the title to the herein mortgagers and account therefor as the Court may direct; (4) that should the title to the herein mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagers written consent, or should the same be encumbered by the mortgagers, their heirs and personal representatives and assigns, without the mortgager's written consent, then the whole of said principal sum shall immediately become due and, owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mithtess, the handsund seasof said mortgagors.

Attest:

Bear I fai.

Sinchia a. Lisanti (SEAL)

Bessie L. Lisenti (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this STN day of JANUARY
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Giachino A. Lisanti and Bessie L. Lisanti, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

SVIENESS my hand and Notarial Seal the day and year aforesaid.

Dead & Motary Public.

FILED AND ACCOMMEND JAMUARY 6" 1954 at 3:30 F....

This Mortgage, Made-this

sixth

day of January

in the year

nineteen hundred and fifty-four

by and between

NORTH OD N. ZEGLES and DOROTHY L. ZEGLES, his wife,

of Alle any County ,

State of Maryland, parties of the first part, Mortgagor(s) and

The Western Maryland Investment Company

a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Mortgagee.

Three Thousand Four Lundred - - Dollars (\$3,400.00)

And Whereas, the said Mortgagor(s) agree(s) to repay to the Mortgagee the sum so loaned with interest thereon at the rate of four and one-half per centum (42 %) per annum, in the following manner:

By the payment of THENTY SIX AND 00/100 -- (\$26.00) plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other-charges and assessments on or before the first day of each and every menth from the date hereon, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

First: To the payment of all taxes, water rents, assessments or charges of every nature and description, ground rent, insurance premiums and other charges affecting the hereinafter described property;

Second: To the payment of interest;

Times: Towards the payment of the aforesaid principal sum.

And Whereas said Mortgagor(s), their heirs, personal representatives and assigns, shall have the privilege of prepaying the mortgage debt hereby secured with all interest and other charges at any time before maturity thereof and before default, provided that as a consideration for the acceptance of such prepayment within four years from the date hereof, the mortgagor(s) shall pay an additional sum of one per centum (1%) of the balance due if prepayment is made within one year, an additional sum of three-fourths of one per centum (24%) of the balance due if prepayment is made within three years, or an additional sum of one-fourth of one per centum (14%) of the balance due if prepayment is made within four years.

And Whereas, this mortgage shall also secure future advances as provided by Article 66 Section 2 of the Public General Laws of Maryland or any supplement or amendment thereof.

And Thereas, the due execution of this mortgage was a condition precedent to the making of said loan.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of One
Dollar, the Mortgagor(s) hereby grant(s), convey(s) and assign(s) unto THE WESTERN MARYLAND INVEST-

ALL piece(s) or parcel(s) of ground situated and lying in State of Maryland, described as follows:

All that lot or parcel or ground situated on the Northeast side of Columbia Street, in the City of Cumberland, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron spike planted on the Northeast side of Columbia Street, said spike also stands at the beginning of the parcel of ground herein described as conveyed by Clarence W. Painter et ux to Katie G. Howsare by deed dated October 26, 1950, and recorded in Liber 231, folio 417, one of the Land Records of Allegany County, and running then reversing the lines of the said Howsare deed and corrected to the established line of fence and the location of the dwelling on the lot herein described (True Bearings and with Horizontal Measurements) and leaving

er there are something with the early difference of specimes reduced asserts, whill a

The parties of the property of the specific property of the property of the Monte o

to the party makes the research of the party of the present time. with the same of the same

IV. To per all track, water rent, green and promine public direction as concerns decorated windows by which the property hereby mortgaged may become hable, when provide, the Mortgages being hereby antificated respect the same and the sociation of ball then be added to the principal debi reimed begin and hear interest the care rate as hereafters set furthefor the principal same per annum from the date of said payment, and said Morte grees shall trace a hereafter on said premises for the amount so paid, together with said retrieve

V. That uses any describe one of the exceptate of its mertgage, and without regard to the adequacy of any seriory for the neighbor Mortgager shall be entailed, without ratio to the Mortgager(s) to the immediate appointment of a region of and property to collect the news and profits of said property; and upon any such default, whicher the recent is appointed, the reuts and profits of said property are briefly assigned to the Mortgager as additional

That should the title toothe become mortgaged property be acquired by any person or corporation other A. At 1 Part should the title testhe becau mortgaged property be acquired by any person or corporation other than the Mortgagen's by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other naminer, without the Mortgager's written consent, then the whole of said principal sum shall become due and owing as herein-provided, at the option of the Mortgager. No acceptance of payments from or on behalf of any person or corporation other than the mortgager(s) shall operate as a waiver of such written consent and any expense modeless to such consent shall be paid by the mortgager(s). meident to such consent shall be paid by the mortgagor(s).

VII. That the whole of said mortgage debt intended to be secured shall become due and demandable in the event that any three of the monthly installments remain inspaid for more than thirty (30) days, or after default in the performance of any of the aforegoing covenants and conditions shall have continued for thirty days.

AND it is agreed that until default is made (but not thereafter) the said Mortgagor(s), his, her or there heirs personal representatives, successor and assigns may retain possession of the mortgaged property.

AND the and Montgagor schare by sessing a to the presence of a decrea for the select the property hardly montgage is before all place of bratter a default in any of the relicions of conditions of this mortgage, as becoming

AND the said Mortgogory hereby also authorizes, the said reortgagor, its successors or assigns, or details in the terms of this margings, to sell the hereby marginged property its duly anthropized Attorney or Agent, after any

AND the sale of said property, whether under the above assent to a decree or under the above power of sale, shall be inder the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland of bring to mortgages, or any supplement, attendment or addition thereto. And upon several property, whather under the above assent to a decree or under the glove power of sale, the processis and a mortal content of sale, the processis

Lines: To the payment of all expenses incident to said-sale, including a commission to the party making sale of said property equal to the commission usually allowed trusters for making sale of similar property by virtue of a decret of a Court having equity jurisdiction to the State of Maryland, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than Fifty Dollars;

Second To the payment of all claims of the said Mortgagoe; its successors and assigns, under this mortgage whether the same shall laye matured or not;

Thurb The balance, if any, to the said Mortgagores', his, her or their heirs, personal representatives or assigns. or to whomever may be entitled to the same.

THE RESIDENCE NORTHER BOOK OF

This Release. Made This day of December.

and a nonporated body under the Laws of the Makkenananan United States of America,

WITNESSETH, that whereas all the covenants of the hereinafter described Mortgage have been perfurnish, and the whole sum of money and interest secured thereby has been paid

the said body corporate doth grant and release unto MARY BLLANOR WRIGHT SLOAN,

her heirs and assigns, all that lot of ground and premises

LIBER 302 PAGE 273

described in a mortgage from the said Mary Eleanor Wright Sloan and husband to Matthew Mullaney, dated June 24, 1938, and recorded among the Mortgare Records of Allegany County in Liber 173, folio 478, and duly assigned to said Second National Bank of Cumberland, free and clear from the leval operation and effect of said Mortrage.

And the said body corporate doth hereby constitute and appoint

J. . Haughton, President

in its name and as its act to acknowledge

this Release before any one legally authorized to take said acknowledgment.

AS WITNESS, the corporate seal of the said body corporate, and the signature of

the President thereof. Signed, sealed and delivered | SECOND |
in the presence of | By:
ieorge E. North | ALLEGANY COUNTY |
STATE OF MARYLAND, RALLEGANY COUNTY to with SECOND NATIONAL BANK OF CHARESTAND I Hereby Certify, that on this 14 th day of December, before me, the subscriber, a Notary Public of said State, in and for the County . aforesaid, personally appeared J. M. Naughton, President of The Second Lational Bank of the Cumberland , Substitute Trustee named in the foregoing Deed of Release, and by virtue and in pursuance of the authority therein conferred on him, acknowledged the said Deed of Release to be the act of said body corporate, as such Substitute Trustee. As Witness my hand and Notarial Seal.

FILES AND MECONSON JANUARY 7" 1954 at 12:45 P. No. SECOND

This Mortgage, Made this 6TH day of JAHUARY in the year Nineteen Hundred and Fifty-four _, by and between

Charles E. Norris and Emma V. Norris, his wife,

Allegany County, in the State of Maryland

part 188 of the first part, and

Irvin En, le-

al ereny

County, in the State of Yery Leng

Y the second part, WITNESSLTH .

Cubercas, the said parties of the first part are justly and in the proof to said party of the second part in the first se

in thuse is a inter for a term of three years from its after the excitation of said term years if not call it in those inter the same terms are conditions as written by conditioning, a, his helps or assigns.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand part; and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles E. Norris and Emme V.

Corrie, mis vife,

do

1 ...

give, grant, bargain and sell, convey, release and confirm unto the said Irvir. En. 18, 415

hears and assigns, the following property, to-wit:

all that lot or sarcel of ground known as whole Lot No.

179 of what is called the Fourth addition of "Bowling Green Addition
to Cumberland, Maryland", which said Addition is located on and near
the McMullen Boulevard in Allegany County, Maryland; and a test of
the same is of record in Flat Case Box 112, among the Land Pecords
of said County, and said lot being particularly described as follows:

Lot No. 109: BEGINNING for the same at the intersection formed by the Southerly side of Seventh Street with the Easterly side of Bowling Avenue, and running then with said side of Seventh Street North 77 degrees 55 minutes East 189 feet to an alley, and with said alley, South 12 degrees East 30 feet; then South 69 degrees 21 minutes West 182.2 feet to Bowling Avenue, and with saidsavenue, North 20 degrees 39 minutes West 57.6 feet to the beginning.

BEING the same property which was conveyed unto the perties of the first part by deed of Roy E. Sites and Rosalee Sites, his wife, of even date, which is intended to be recorded among the Land Records of Allegeny County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said Charles E. Norris and Fmme, V. Norris, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Irvin Engle, his heirs and COCRUDERX & Richard Indicate ration x xorx assigns, the aforesaid sum of Seventeen Hundrad (\$1700.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said___ Charles E. Norris and Emma V. Morris, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Charles E. Norris and Emma V. Norris, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Irvin Engla, his heirs, excenturex administrators and assigns, or George W. Legge, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levled, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Charles E. Norris and Emma V. Norris, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns. And the said Charles E. Norris and Emma V. Norris, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least Seventeen Hundred 00/100 - - - (\$1700.00) - - - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as In case of fires, to inure to the benefit of the mortgagee , his helrs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Mitness, the hand, and sealof said mortgagor s.

UDER 302 PARC 276

	Charles F. Morris [SEAL]	
	[SEAL]	
-	Emina V. Haven [SEAL]	1
	State of Maryland.	
	Allegany County, to-wif:	
	with gang Conneg, in-mir:	1
× 1	I hereby certify, That on the - 6711 day of January	
	a the year nineteen Hundred and Fifty - four , before me, the subscriber,	
	a N tary Public of the State of Maryland, in and for said County, personally appeared	
	Charles E. Norris and Emma V. Norris, his wife,	
	and 135 acknowledged the aforegoing contagge to be their	
	act and deed; and at the same time before me also personally appeared	
	Irvin Engle,	
	the within named mortgagee, and made oath in due form of law, that the consideration in said	
	mortgage is true and bona fide as therein set for forth.	+
	The state of the s	
California,	WIPNESS my hand and Notarial Seal the day and year aforesaid.	
1	B 04	
и		
	Notary Public.	
rec	and Joseph act, Et, Large act, Et,	
rec	d and Japan E. H. Large act, City July 4 154	
ecc	A and Mailer St.	
cee	A and Julian M. Lengt Cotty Ct. Films And mcCondad JANUANY 7" 1954 at 12:45 P.M. This Mortgage, Made this 4774 day of January in the	
rec	A and gailed the set of the set o	
rec	This And and on Condad JANUA. Y 7" 1954 at 12:45 P.M. This And an Condad JANUA. Y 7" 1954 at 12:45 P.M. This Antiques were in the year Nineteen Hundred and fifty by and between	
rec	This And and on Condad JANUA. Y 7" 1954 at 12:45 P.M. This And an Condad JANUA. Y 7" 1954 at 12:45 P.M. This Antiques were in the year Nineteen Hundred and fifty by and between	

TUbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand One Hungred 100/100 - 100 (\$5100.00) - - Bollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of Terry 12 7/10 (2/1.72) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the calendar month, the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages dogive, grant bargain and sell, convey, ing described property, to-wit:

The first loter executed prome known as whole for No. 200 of what to cally the Fourth addition of "Powling Green Addition to Datanian", "anylard", which said addition is located on any ther the Modelion Fourtevand in allowing County, Varyland, and a rist of the case is is of second in that Case Pox 112, among the Mand Encount and case is 10 County, and case is lot being exitically assembled as follows:

Lot No. 100: EMGINING for the case at the intersection formed by the Southerly side of Seventh Street with the Easterly side of Souther avenue, and running in mylith sold side of Seventh Street with TO Courses 51 minutes East 129 feet to an elley, and with said alter, Bouth 12 degrees East 20 feet; then 5 with 60 degrees 21 minutes West 120.2 feet to Doubling Avenue, and with said avenue, North 20 degrees 30 minutes West 57.6 feet to the beginning.

FING the same prometty which was conveyed anto the nertice of the first ent by deed of Roy I. Sites and Foreign Sites, the wife of an independent to be recorded among the land Records of Allerany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future ndvances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ngregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any nmendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so ndvanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

USSR 302 PAGE 278

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do will execute such further assurances as may be requisite

Concerner with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor is the transfer being executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein or . 1 part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor " may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public hems levied on said property, all which page, mertgage debt and interest thereon, the said markagor bereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the endire southers debt intended to be benefit secured shall at once become due and payable, and these presents in cherchy declared to be made in trust, and the said mortgage, its successors or assigns, or as it is not true districted afterney or agent are hereby authorized and empowered, at any time thereof to sell the property hereby mortgaged, or samuch thereof as may be necessar and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs are agreed which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Marchand, which said sale shall be at public metion for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of early per cont, to the part y selling or making said sale; secondly, to the payment of all moneys event under this mortgage, whether the same shall have then matured or not; and as to the balance, to may it over to the said mortgagors, heirs or assigns, and in case of advertisement the mathematics, heirs or assigns.

Bnoths and mortagers further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fire Thousand Cre Survives continues on the hereby mortgaged land to the amount and to some the policy or pulsers issued therefor to be so framed or endorsed, as in case of fire, to make the benefit of the contracte, its successors or assigns to the extent of its lien or claim benomines and to place and policy or policies forthwith in possession of the mortgages, or the martingers are effect said insurance and collect the premiums thereon with interest as part of the martinger data.

Bind the said courtgagors, as additional security for the payment of the indebtedness limited vectored, do hereby set over, transfer and assign to the martgage, its successors and assign to the martgage, its successors and the record that martgage and profits accruing a falling due from said premises after default under the term of this martgage, and the martgage is hereby authorized, in the event of such default, to take charm of said property and collect all rests and issues therefrom pending such proceedings as may be necessary to protect the contracts under the terms and conditions herein set forth.

In consideration of the premises the mortgagors for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagoe as follows: (1) to deliver to the mortgagoe of the property covenant with the mortgagoe as follows: (1) to deliver to the fully imposed large for the preceding calcular year; to deliver to the mortgagoe recipts evidencing the payment of all lieus for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all revernmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the individual of an interpret, or any part thereof, and upon the failure of the part capes to keep the buildings on said property, or any part thereof, and upon the failure of the part capes to keep the buildings on said property in good condition of repair, the mortgagoe may demand the innecediate repair of said buildings or an increase in the amount of security, or the innecediate repair of said buildings or an increase in the amount of security, or the innecediate repair of the debt bereby secured and the failure of the mortgagors to comply with said demand of the mortgage may, without notice, institute proceedings to foreclose this innecediate, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgago, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgagors and apply for the appointment of a receiver to collect the rents and profits of said premises property be acquired by any person, persons, partnership or corporation, other than the mortgagoe's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing a

Hithtess, the handrand scale of said mortgagors.

Attest:

WYGE [SEAL]

UBER 302 PAGE 279

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this. day of JAHUARY in the year nineteen Hundred and Fiftya Notary Public of the State of Maryland, in and for said County, personally appeared Chirles F. Monrie and Eras V. Morrie, nie wife,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bone fide as therein set forth, and did further make oath in due form of the that he had the proper authority to make this affidavit as agent for the said mortgage.

WINESS my hand and Notarial Seal the day and year aforesaid.

Jen 2 Ja

Films And authorism January 7" 1994 at 12:45 P.H.

This Mortgage, Made this 674 day of January in the
year Nineteen Hundred and fifty - Lourby_and between
Alvin Goodman and Murial F. Goodman, his wife,
of Allegany County, in the State of Maryland, part 122of the first part, here inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a bod corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH

Wilbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Ten Thousand 00/100 - - - (\$10,000.00) - - - which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 42 per cent. per annum, in the manner following:

By the payment of Sixty-three 27/100 - (\$63.27) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month,

MEDR 302 PAGE 280

and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestand principal sum. The due execution of this mortgage having been a condition precedent to the

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paud, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

the the lot or sered if , found known and art of Int to.

and the was a source of the so

The section of the state of the work table a little to Controller.

in the Cook of the Cook

and the state of t

ing the second of the first from the intersection of the

is a filed ont Avenue with the southerly side of Edgewood

In ive or a running of our with the westerly side of Diedmont Avenue.

2 of 15 Course 12 minutes West, 91.07 for to a state, ther numbers,

" my sei In Mo. 5º Morth 6/ dagrage 1 minutes West 16/ on

first to a crake on the Mesterly boundary live of call \$3, evoid lark

it'or; there with cold houndary line forth 8 de, rese 55 minutes

first (is so locted), 25.50 feet to a stike standing on the division

line i ween lote the 60 en 61 extended; and then South Chargras

10 - 1 mit or Firet, 190.00 frat to the he inning.

PRING the sime prometty which was conveyed unto the artiss of the first part by dead of Joseph F. Reinsig and Emily M. Peisi, his ift, of even date, which is intended to be recorded among the Land Records of Alla any County, Maryland, Foultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would nake the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

it is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain aii buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needtul and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

K. Buch

MD 302 PAGE 281

The said mortgagers hereby warrant—generally to, and covenant—with, the said mortgaged that the above described property is improved at herein stated and that a perfect fee simple title is conveyed herein free of all lions and encumbrances, except for this mortgage herein, and do covenant that—they will execute such further assurances as may be requisite.

Together with the huildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indeltedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor a hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shull at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leoge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereaf as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Ten Thousand 00/100 - - - (10,000,00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the nortgagee, its successors or assigns, to the extent of its ilen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Enothe said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this nortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all lens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or lin any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagor a to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a hreach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest horeby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagoe's written consent,

Witness, the handsand searof said mortgagors.

Attest

Alvin Hoodman

[SEAL]

mariel J. Goodman

_[SEAL]

CREAL

LIBER 302 PAGE 282

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 67H day of Jacobay
in the year nineteen Hundred and Fifty four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

lvin in them and Muriel F. Coodman, his wife,

the said mortgagors herein and harmonic acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

OWITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

Compared and steeled 1) E To Des A. Legge alty City

This Antigage, Made this 67% day of Vannay in the

year Nineteen Hundred and fifty Fo ve by and between

Jamgs F. Juliano and Jackie M. Juliano, his wife,

of Allegany County, in the State of Maryland, part 125of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Six Thousand Two Hundred Fifty 00/100 - - (\$6250.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from, the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of 31xty-two 50/100 - - (\$62, 50) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to





the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that narcel of ground fronting along South Ceder treet Extended, Thomas Street Extended and West Street Extended in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows:

REGINTING for the same at a stake standing on the Easterly eide of Wast Street Extended, said stake being at the end of 250.05 feet on the first line of a piece of property which was conveyed to the City of Cumperlane by Bary G. Walsh and William C. Watsh, Trustees, et al; by deed dated March 9, 1929, and recorded among the Land Records of Allegany County, in Liber 160, folio 309, and running then with part of the aforementioned first line South 52 degrees 05 minutes East 86.7 feet to the Westerly side of South Ceder Street Extended, then with said side of said Street South 24 degrees 30 minutes West 116.3 feet to an iron pin on the Fortnerly side of Thomas Street Extended, and then with said side of said Street North 29 degrees 33 minutes West 86.15 feet to an iron pin, and to the Easterly side of West Street Extended and then with said side of said Street North 1b degrees bl minutes East 85.2 feet to the place of beginning. All courses of this description refer to the True Meridian and all distances are norizontal.

BEING the same property which was conveyed unto James F. Juliano by deed of the Mayor and City Council of Cumberland, Maryland, dated June 2h, 1946, recorded in Liber 213, folio 605, one of the Land Decords of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collarice of this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premlums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now of at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

LIBER 302 PAGE 284

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is impressed as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ware waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers. their land, we outers, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein out help part to be performed, then this mortgage shall be void.

And it is Bgreed that until default be made in the premises, the said mortgager s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagers hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or theorie. W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to self the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per egnt, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bnothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Two Hundred Fifty 00/100 - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness berely secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heira, and personal representatives do hereby coverant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding enlendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate renayment of the debt hereby secured and the failure of the mortgagee may demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the quortgages written consent, or should the same be encumbered by the mortgages, their heirs and personal representatives and assigns, without the mortgagee's written

Witness, the handsand scabof gaid mortgagors .

Attest

dames F. Juliano [SEAL]

TSEAL

MERR 302 PAGE 285

State of Maryland, Allegany County, to-wit:

I hereby rertify, That on this 67/1 day of JANUARY
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

James F. Juliano and Jackie M. Juliano, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

her A. Legge try

FILED AND RECORDED JANUARY 7" 1954 at 12:45 P.M.

This Martnage, Made this 67% day of JAHUARY in the year Nineteen Hundred and fifty—by and between Morris C. O'Neill and Martha C. O'Neill his wife,

of Allegany County, in the State of Maryland, partles of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Four Thousand Eight Hundred 00/100 - (\$4800.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Thirty-nine 23/100 - (\$39.23) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgages in the following order: (1) to of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the afore-







said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of those lots or dercele of ground situated in "lingur Chung, Manylon", and being a mort of Plock 2 of the Johnson of Dil Balaivinion of Chal rish, Manyland, as surveyed by 6: 5.

The point of the engine band of 1007, and more entire large decompositions:

For the Profession the second to the theory of the time of the territy of the second to the sivile of the state of of the

TOTAL: REGIVENCE for the came at a stake on the Easterly case of Winfred Poad, standing South 14 degrees 15 minutes West 156 and 100 me and of the division line between Plock No. 1 and Plock 2 of a root of land as subdivided by Johnson and Doll, and running on South 14 degrees 10 minutes East 603.4 feet to a stake in the division line between this described parcel of land and the land of Woard Fuchana Incorporated, then with a part of said division line south 11 degrees 15 minutes West 37.5 feet to a stake; then leaving the line of Howard Buchanan, Inc., and with a new division line southing across the whole of Block No. 2 North 11 degrees 14 minutes West 583.5 feet to a stake on the Easterly side of said Winfred Road; then with said side of Winfred Poad, North 14 degrees 15 minutes East 144 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Jesse Norris and Beulah Norris, his wife, dated August 30, 1951 and recorded among the Land (Records of Allegany Courty, Maryland, in Liber 235, folio 182.

[&]quot;And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any

102 PAGE 287

amendments thereto.'

It is agreed that the Mortgagee may at its option advance sums of money at anytime-for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collatoral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbranees, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein onticipart to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement the mortgagors, representatives, heirs or assigns.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after defauit under the terms of this mortgage, and the mortgagee is hereby authorized; in the event of such defauit, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themseives and their heirs, and personmortgagee on or before March 15th of each year tax recipts evidencing the payment of all iawdencing the payment of all ilens for public improvements within ninety days after the same shaif
mental levies that may be made on the mortgage girthin ninety days after due date all governother way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no
mortgages at 6 keep the buildings on said property, or any part thereof, and upon the failure of the
demand the intendiate repair of said buildings or an increase in the amount of security, or the
intendiate repairment of the debt hereby secured and the failure of the mortgage for a period of thirty days shall constitute a breash of this
at the oution of the mortgagee, immediately mature the entire pairs.

UBBR 302 PAGE 288

here is secured, and the mortgagee may, without notice institute proceedings to foreclose this next the security for the appointment of a receiver, as hereinafter provided. (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said property be acquired by any person, persons, partnership or corporation—other than the standard property be acquired by any person, persons, partnership or corporation—other than the standard persons, by voluntary or involuntary grant or assignment, or in any other manner, without the standard personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mertgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mitness, the handcand seals of said mortgagors.

Attest:	7 06h
A 14	Marie C. C. Nosti (SEAL)
Shall of Vanan	- Tutle C 1 (Weller AL)

State of Maryland, Allegany County, to-wit:

I hereby certify. That on the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Morris C. Civeilland Martha C. Civeill, his wife,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITHESS may hand and Notarial Seal the day and year aforesaid.

Motary Public.

Cumbuland, maryland, lifted 2. 1954

Ton value received, the Tint Federal begings and howeisting of Cumbuland, hereby release the within and afragoing mortgage:

Attended aignosture of Kynn C. Kenkley, etc President and the Conforate stal of said Conforation attested lifethe secretary, benefit of Harrison the day and year above written (Superitor seal)

(Enforate seal)

Attest: legal of Navison seconstion of Cumbuland, md., Secretary

4-20-54

Bresident

Bresident

MP 302 PAGE 289

Tomage 40

14	LED AND ALCONOLU JANUALY 8" 199	5/ at 10.25 A
This Mortgar	IP, Made this 7th day of	Quantary
in the year Nineteen Hund	dred and Fefty-four	, by and between
Domenico Ali and	Marie J. Ali, his wife	V 0 1
of Allegany	County, in the State of	of Maryland

ZNEWSTAND WITH THE PARTY OF A STREET WAY party of the second part, WITNESSETH:

stand indebted unto the said party of the second part, in the just and full sum of SIX HUNDRED (\$600.00) DOLLARS, to be repaid with interest at the rate of six per cent per annum, in payments of at least \$25.00 per month, the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole princial, together with the interest accrued thereon shall have been paid in full.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Domenico Ali and Marie J. Ali.

give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property,

All those lots or parcels of ground situated on the Westerly side of West Street, in the City of Cumberland, Allegany County, Maryland, comprising the whole Lot No. 8 and the Southerly 16 feet of Lot No. 7 on the Plat of Schriver's Addition to Cumberland, and particularly described as follows, to wit:

BEGINNING for the same on the Westerly side of West Street at a point distant 299 feet measured along the Westerly side of West Street from its intersection with the Southerly side of Third Street, it being also at the end of the first-line of the parcel conveyed by George Henderson and Joan H. Henderson, his wife, et-al, to Luigi Pacletti and wife by deed dated September 25, 1946, and recorded in Deed Liber No. 212, Folio 442, of the Land Records of Allegany County Maryland, and running thence with the Westerly side of West Street South 18 degrees and 40 minutes West 130 feet to the Southerly

URER 302 PAGE 290

boundary line of said Lot No. 3; then with said Southerly boundary line North 52 degrees 15 minutes West 28-7/10 feet to the boundary line between said Schriver's Addition and H. C. Black's Addition, then with said division line North 1 degree 50 minutes East 120 feet more or less to the end of the second line of the aforementioned property sold to Luigi Paoletti and wife by the Henderson Estate by deed aforesaid; then with said second line reversed South 71 degree and 20 minutes East 55 feet more ot less to the place of beginning.

It being the same property which was conveyed to the said Domenico Ali and Marie J. Ali, his wife, by George Henderson and Joan A. Henderson, his wife, et al, by deed dated the 25th day of February, 1947, and recorded in Liber 213, Folio 625, one of the Land Records of Allegany County, Maryland.

Cogether with the buildings and improvements thereon, and the rights, roads, ways.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Domenico Ali and Marie J. Ali,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, its successors

**EXECUTE: , administrator or assigns, the aforesaid sum of Six Hundred and no/100--Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said_

Domenico Ali and Marie J. Ali, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the sald Domenico Ali and

Marie J. All. his wife, their helrs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Domenico Ali and Marie J. Ali, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 118 Successors

HEBR 302 PAGE 291

assigns, the improvements on the hereby mortgaged land to the amount of at least Six Hundred---- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors heirs or assigns, to the extent of __its or _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Mitness, the handsand seasof said mortgagor's marie J. Ali J ali [SEAL] State of Maryland, Allegany County, to-wit: I hereby rertify, That on this 7th day of January in the year Nineteen Hundred and Fifty- faur , before me, the subsc , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Domenico Ali and Marie J. Ali, his wife, and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Fred B. Griffith, Tressurer of Cumberland Baltimore and Ohio Employees Federal Credit Union. the within named mortgagee and made oath in due form of law, that the consideration in said form is true and bona fide as therein set forth; and the said Fred B. Griffith and the form of law that he is the Treasurer of the Cumberla filmor and Oio Employees Federal Credit Union, and is duly authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid. Ellel Holarty Fotary Public.

Filed AMD McCensed January 8" 1954 at 2:10 P.M.

the year tameteen mundred and + Rivey-	Fifty Three, by and between
errick Stanley Hillary and Dor	cas Hillary, his wife,
Allegany County	* County, in the State of Maryland,
arties of the first part, and rank J. Fratto	<u>\$</u>
Allegany	County, in the State of Haryland,
of the second part, WITNESSET	TH:

Whereas, the said parties of the first part stand indebted unto the said Frank J. Fratto in the just and full sum of Ten Thousand Dollars, as is evidenced by their joint and several promissory note for \$10,000.00 of even date herewith, made by the said Derrick Stanley Hillary and the said Dorcas Hillary, his wife, and payable to the said J. Fratto, or his order, on or before four years after date, together with interest thereon at the rate of three per cent per annum payable semi-annually as it accrues.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said Frank J. Fratto, his

heirs and assigns, the following property, to-wit:

M

All those certain lots, pieces or parcels of land known as
Lot Number 18, Lot Number 19 and Lot Number 20, as shown on the
un-recorded Plat of the sub-division of Velma L. Bennett on Bedford
Road, located about three miles North of the City of Cumberland,
in Allegany County, in the State of Maryland, and being described
by metes and bounds and courses and distances, in a certain deed

MBSR 302. PAGE 293

Velma L. Bennett, widow, to the said Derrick Stanley Hillary and the said Dorcas Hillary, his wife, dated July 17; A. D. 1953 and recorded among the Land Records of Allegany County, State of Maryland, in Liber Number 251, folio 532, reference to said deed being hereby specially made for a fuller description of the said properties hereby conveyed.

The aforesaid properties, hereby mortgaged, are all of the same properties that were conveyed unto the said Derrick Stanley Hillary and the said Dorcas Hillary, his wife, by the said Velma L. Bennett, widow, by the aforesaid deed, dated July I7, A. D. 1953 and recorded among the Land Records of Allegany County, State of Maryland, in Liber Number 251, folio 532.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise apportaining

anywise appertaining.
Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
executor, administrator or assigns, the aforesaid sum of
Ten Thousand Dollars,
Incomparing DOTTOTTE
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall porton all all
the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said.
parties of the first part
hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, ordin any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the said. Frank J. Fratto, his
heirs, executors, administrators and assigns, or W. Carl Richards.
his, her or their duiy constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such saie to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of ail moneys owing under this mortgage, whether the same shall have then matured or
not; and as to the balance, to pay it over to the said
parties of the first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-haif of the above commissions

UBSR 302 PAGE 294

shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns. And the said parties of the first part insure forthwith, and pending the existance of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee / hisheirs or assigns, to the extent their lein or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Withers, the hand and seaf of said mortgagor Attest: Termes Stanly Rellong [Seal] Sadie Valuder Derrick Stanley Hillary Dorcas Stellary [Seal] Dorcas Hillary State of Maryland, Allegany County, to-wit: I hereby certify, that on this 674 day of January A. D. 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Frank J. Fratto, the mortgagee, in the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth. Witness my hand and Notarial Seal the day and year last above mittenfo YARY Kutherine S. Carle PUBLIC: Notary Public. Chiles may 2,1955 State of Pennsylvania, Lancaster County, to-wit: I hereby certify, That on this 1700 ____day of December in the year nineteen hundred and thirty fifty three ______, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Derrick Stanley Hillary and Dorcas Hillary, his wife, acknowledged the aforegoing mortgage to be their respective act and deed and at the same time before me also personally appeared WITNESS my hand and Notarial Seal the day and year aforesaid. Jedie al My commission expires Que 6.1975

Compared and Maded theory

FILED AND ALCOHOLD JANUALY ST 1954 at 3:30 P.M.
THIS PURCHASE HOMEY HORTONGS, Into this \$\frac{8}{4}\$ any of January.

Thatean Universal Mil Fifty-Four, by and between Missouri, Commissional
Elliphore J. Und Misso, his after of allegany County, Laryland, a rise
of the First and This Misson of allegany County, Laryland, a rise
corporation only created under the Land of the United States, party of
the booked part. This suggest

injected unto the party of the second part in the full sum of Thirteen Thomson Dellors (AM,000.00), with interest from date at six of centur (83) per answa, which said out the parties of the first part coverant and agree to my in outal monthly installments of one Hundred Forty-four Dellors and Thirty-three Cents (AM,00) on account of interest and principal, payments to begin on the Mark day of February, 1954, and continuing on the same day such and every month thereofter until the whole of said principal and interest is paid. The said monthly payments shall be applied, first to the payment of interest and secondly to the payment of principal of the mortgage injectedness.

NO., THEREFORE, THIS LORTHAGE ATMENSEN:

That for and in consideration of the promises and of the sum of One Dollar (\$1.00) in hand paid and in order to accure the prompt payment of the said injectedness, together with the interest thereon, and in order to accure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage injectedness and not exceeding in the aggregate the sum of Five Hundred Dollars (\$500.00) and not to be made in an amount which would cause the total mortgage injectedness to exceed the original amount thereof and to be used for paying of the costs of any remains, elterations or improve-

MER 302 PAGE 296

LAW OFFICES
ALBERT A DOUB
CUMBERLAND, MQ

monts to the hereby northing of recerty, and arties of the first part do hereby give, grant, here in an sell, release, convey and confirm unto the sty of the secon part, its successors and assigns, the following we carty, to-sit:

Ill that ot, since or a real of ground situate, lying and being on Virginia avanue in the City of Cumberlant, allog by Jornty, Earlind, no situate of Lora Burders Tamity-Might (28), Thanty-Mine (39), and Thirty (C) in the south site suition to a 1: Sity of Sumberlant. The earth of late of really intended to be actively being north, refer to a conveyed being north.

BILLE for the same to control the American sile of Virginia venue, - id oint leing distant South US de rees 4 minutes sest 50 feet from the infermention of the Authorly wile of Fifth struct with the Buturby sile That, an said that the riming being the title a of the the rest price in the transfer him is the te on the late, with the second of the second o weet a come land factor, Wryl me, in liber No. 1.6, Pelic by mel ru wing whose with the line of industry for party 54 derecs . 0 .limses is the out life feet to the end of the secon, line of the . 2 . ord, then with the second line of . i. due tood extended and have the commentation of the good from Joseph Fluver to John Miodball. La. August 31, 1.05, and recor at chong the land Records in liber No. 98, folio H, such the terroes 4 industreest be feet to the beginning of the third Nine of the foresoid Fluber deed; then with said third line of said Fluber deed, and with the second line of lots Mos. 39 and 30 in the foresaid South Sine whition, North 54 legrees 56 minutes west about 113.2 feet to a point on the Materly side of Virginia avenue, said point being also the end of the sucond line of a id Lot No. 50; then with the third line of said Lot No. 30 ni with the East side of Virginia avenue, North 33 degrees 4 minutes East 50 fect to the aloce of beginning.

from M.urice E. B. Owens, Sr., et ux., dated May M., 1941, and recorded in i er Me. 190, Police 16, one of the Land Accords of Allegany County, Mary-Rend.

DEING ALSO THE SAME property which was conveyed unto the said livers . Christner and Elizabeth J. Christner, his wife, by deed of even date herewith from the said Yest W. King and Nellie Grace King, his wife, which is intended to be recorded among said Lend Records of Allegany County, Maryland, simultaneously with this mortgage which is executed to secure e part of the purchase price of the above described property end is in whole a Purchase Money Mortgage.

. TOCKTHER with the buildings and improvements thereon, and the

LAW DFFICES
ALBERT A. DOUB
CUMBERLAND, MD.

rights, relact, lays, outers, rivileges and appartenences thereunte below -

a

important if the said portion of the first wit, their being executors, educate to a saigns do and shall say to the with or the account wit, its successors or easigns, the forested sum of Thirteen Cause of Delives (JE.000.00), together with the interest thereon and such future with speciment, together with the interest thereon, so may be used by the writy of the second with the interest thereon, so may be used by the writy of the second with the interest thereon, so may be used by the writy of the second with the interest thereon, so may be used by the writy of the second with the interest thereon. It is precipitated to the critical or the first with a percentage set.

parties of the first extensy hold and success the forests arowardy upon the raying in the scentime will three, assessments and while liens devied on main property, all which taxes, orthogo debt and interest thereon, and parties of the first of thereby coverant to may when legally against this, and it is coveranted and agreed that in the event the parties of the first legal right to pay the same, together with the interest possible and legal charges thereon and collect the same, with interest, as not of this mortgage sebt.

but in come of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, coverent or consistion of this mortgage, then the entire cort no debt intended to be hereby secured, including such future odwances as may be m de by the party of the second part to the parties of the first must as hereinbefore set forth, shall at once become due and payable, and these presents are hereby deck red to be made in trust, and the said party of the second part, its successors and assigns, or Albert A. Doub. its or their only constituted atterney or agent, are hereby authorized and empowered, at any time thereifter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purch ser or surchasers thereof, his, her or their heirs or assigns; which sale shall be made in ranner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said male shall be at public sustion for each, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes . levied, and a commission of eight per cent to the party selling or making said sale; secontly, to the payment of all moneys owing under this nurtures, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or

LAW OFFICES ALBERT A. DOUB CUNSERLAND, NO. 100 PAGE 298

ssigns, and in che of dvertisement under the above power but no sale, -1 if of the cve comission shall be lided . . . did by the cortgagors, their remainst tives, helps or casi no.

ab the it rtibers the first rt furt, reeven it to it was remainth, it washe the wrist was of this mort, go, to see in west grown industrial color agree or eminstacent to testing of the grown in er og jel, er i styrkstille bli hærby kry, go i mest of a the entered of the total Laboration, and the men HER ARE DELL SERVICE OF EXPLORED LAW AS INof the 2-24 hours as an Allies We minder terring 2th 20 07 1/0 200, 19 4/6.

TERMS that I may be a

1 Mary January, The ton this & The ap of January, in the year Mineteen Bun seel no Fifty-four, before ne, the subscriper, a Not my Bublic of the St. to of haryland, in and for a id County, ersonally a peared INMLO . SERISTMER and ELDLADERN J. STRISHMER, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before no also appeared albert d. Tindal, President of The First Metional Bank of Cumberland, the within named mortgagee, and made outh in due form of law, that the consideration in said mortgage is true nd lone file as therein sot forth.

.IN.E33 by hand and Motorial Seal the day and year fores.id.

rge R. Thighes artly at

FILED AND ALCONDED JANUARY 11" 1954 at 3:00 P.M.

This Mortgage, made this

11+4 day of January

, in the

year Nineteen Hundred and fifty-four , by and between

Herbert McFarland and Virchie M. McFarland, his wife,

hereinafter called Mortgagors expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part les of the first part and expression shall include their

hereinafter called Mortgagee , which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Seven Thousand (\$7,000.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five per centum (5%) per annum is payable three years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Seventy (\$70.00) Dollars each month on account of the principal indebtedness and interest as herein stated the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgager s do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those lots, peices or parcels of ground situate, lying and being on Washington Street in the City of Cumberland, Allegany County, Maryland, and known as Lots Numbers Sixty-Six (66) and Sixty-seven (67) in Read's Addition to said City of Cumberland, said lots being more particularly described as follows, to-wit:

LOT NUMBER SIXTY-SIX (66): BEGINNING for the same at the end of the third line of Lot No. 65 in said Addition and reversing said third line, South 13 degrees 12 minutes West 135 feet to Guynn Terrace thence with the North side of Guynn Terrace, North 76 degrees 48 minutes West 47.50 feet, thence North 13 degrees 12 minutes East 135 feet to Washington Street, thence with Washington Street, South 76 degrees 48 minutes East 47.50 feet to the place of beginning. 48 minutes

LOT NUMBER SIXTY-SEVEN (67): BEGINNING for the same at the end of the third line of Lot No. 66 and reversing said third line, South 13 degrees 12 minutes West 135 feet to Guynn Terrace, thence with the North side of Guynn Terrace, North 76 degrees 48 minutes West 47.50 feet, thence North 13 degrees 12 minutes East 135 feet to Washington Street, thence with Washington Street, South 76 degrees 48 minutes East 47.50 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by The Associated Sulpicians of the United States, by deed dated the 3rd day of June, 1950, and recorded in Liber No. 229, folio 383, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee

the aforesaid

Seven Thousand (\$7,000.00) Dollars

and in the meantime shall perform all the covenants herein on the ir part to be performed, then this mortgage shall be vold.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforessid, property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgages

or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper

MBBR 302 PAGE 300

published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor S. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor S. to the person advertising.

AND the said Mortgagor s further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least Seven Thousand (\$7,000.00) & dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee ; and to pay the premium or premiums for said insurance when due.

hereunder, and to place such policy or policies forthwith in possession of the Mortgagee ; and to pay the premium or premiums for said insurance when due.
WITNESS the hand and seal s of said Mortgagor s
Acted The Herbert McFarland (SEAL)
Virchie M. McFarland (SEAL)
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:
I hereby certify that on this # A day of January , In the year
19 54, before me, the subscriber, a Notary Public of the State of Maryland,
in and for Said County, personally appeared, Herbert McFarland and Virchie M.
McFarland, his wife,
the within named Mortgagors , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig
the within named Mortgagee , and made oath in due form of lar that the consideration in said mortgage is true and bona fide as therein set forth.
WIDNESS my hand and Notarial Seal the day and year last above written.

Ó,

The H. Legge lety they

FILED AND RECORDED JANUARY 11" 1954 at 2:00 P.M. *PUPCHASE MONEY

This Mortgage, Made this 17% day of January in the year Nineteen Hundred and fifty-four by and between Ceorge R. Linnenbrogger and Peggy J. Linnenbrogger, his wife.

of Aliegany County, in the State of Maryland, particular the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Three Thousand Fight Hundred Sixty 00/100 - - (\$3860.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 12 per cent. per annum, in the manner following:

By the payment of Thirty-eight 60/100 - - (\$38.60) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of sald advance.

Plow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the follow-

All that lot, piece or parcel of ground situated, lying and being in Allegeny County, Maryland, on the Williams Road in Tlection District No. 4 near the City of Cumberland and more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Southerly side of the right of way limits of the Williams Road, said stake being also the beginning of a deed from Nellie D. Downton et vir to Frank W. Hartell dated January 6, 1942 and recorded in Deeds Liber 192, folio 371, among the Land Records of Allegany County, Maryland, and running then with said limits of said road South 68 degrees 47 minutes West 81.5 feet; then South 43 degrees 32 minutes East 184.15 feet to en iron pin; then North 46 degrees 28 minutes East 75 feet to en iron pin; then North 43 degrees 32 minutes West 153.35 feet to the place of beginning.

of the first part by deed of Thomas D. Ricker end Beatrice C. Ricker, nis wife, of even dete, which is intended to be recorded among the Lend Recorde of Allegany County, Meryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved an herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described and and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1 part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be ailowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Eight Hundred Sixty 00/100 - - - - Doilars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental lights that may be made on the mortgaged property, on this mortgage or note, or in any

other way from the indebtedness secured by this mortgage; (2) to permit, commit or guffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgages to keep the buildings on said property in good condition of repair, the mortgages may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgages may immediate repayment of the option of the mortgage, immediately mature the entire principal and interest hysolves secured, and the mortgages may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entifled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgages, by voluntary or involuntary grant or assignment, or in any other manner, without the interconcers, written consent, or should the same be encumbered by the mortgagers, their heirs and personal representatives and assigns, without the mortgage's written consent, then the whole of said perioripal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Hitness, the handrand scale of said mortgagors.

Attest:

Leve Ita

George R. Linnenbrogger [SEAL]

George R. Linnenbrogger [SEAL]

Person J. Linnenbrogger [SEAL]

State of Maryland. Allegany County, to-wit:

I hereby rertify. That on this STN day of Innuary
in the year nificteen Hundred and Fifty - four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

George R. Linnenbrogger and Peggy J. Linnebrogger, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Types my hand and Notarial Seal the day and year aforesaid.

Bear & Jan Notary Public.

8

LIBER 302 PAGE 304

File	מווא כו	لإعرب الاناكانية.	JANUANY	11"	1957	-24	2.26	en con
PURCHASE	MONEY		CONSTRUCTOR STATE		*224		6177	

This Anrigage, Made this 11th day of January
in the year Nineteen Hundred and Fifty-four by and between

Kyle S. Sowers and Alene A. Sowers, his wife,

of Allegany County, in the State of Maryland parties of the first part, and

Corporation, with its principal place of business in Cumberland,

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Wilbercas, the parties of the first part are indebted unto the nerty of the second part in the full and just sum of Thirty-six Fundred (\$3600.00) Dollars with interest at the rate of Four and one-half (h1) per cent per annum computed monthly on unread belances, said indebtedness to be amortized over a Fifteen (15) year period by the payment of at least Twenty-seven Dollars Fifty-four Cents (\$27.54) per month, the first monthly payment being due and payable one month from the date of these presents and each and every month therester until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or One Hundred Dollars (\$100.00), whichever is less.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Kyle S. Sowers and Alene A.

Sowers, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Second National Bank of Cumberland, its successors

boxes and assigns, the following property, to-wit:

All that lot or percel of ground situated in or near the Villege of Creseptown, in Allegeny County, Meryland, which is known and designated as whole Lot No. 11 on a plat of "Lots owned by J. Leroy Grant and wife, Grace I, situated along West side of Winchester. Road and South side of McMullen Highway, in Cresaptown, Maryland", which is recorded in Map Case Box 129 among the Land Records of Allegeny County, Maryland, and is particularly described as follows:

BEGINNING for the same on the Southerly side of Grant

Street at a point South 61 degrees West 213 feet from the intersection of said side of Grant Street and the westerly side of Winchester Road, said point also being where the division line between Lots No. 10 and 11 intersects the said side of Grant Street, as shown on said plat, and running then with said side of said Grant Street, South 61 degrees West 50 feet; then South 19 degrees 55 minutes Fast 191.1 feet; then North 69 degrees 30 minutes East 19.7 feet; and then North 19 degrees 55 minutes West 189.1 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Carl E. Frankenberry and Hilda V. Frankenberry, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Thirty-six Hundred 00/100 - - (\$3600.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said...

may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Kyle S. Sowers and Alene A.

Sowers, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

Second National Bank of Gumberland; its successors

his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged er so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryiand, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all meneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Kyla S. Sowers
and Alene A. Soveré, his wife, their
in case of advertisement under the above power but no sale, one half of the above
shall be allowed and paid by the mortgagors their representatives, heirs or assigns.
And the said _ Kyle S. Sowers and Alene A. Sowers, his wife,
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or 118
assigns, the improvements on the hereby mortgaged land to the amount of at least
Thirty-gix Hundred 00/100 (\$3600.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee , lts successors *** or assigns, to the extent
their lien or claim hereunder, and to place such policy
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt
Witness, the handrand sealeof said mortgagor e.
Attest:
Tyle S. James [SEAL]
The S. Sovers
Alene A. Sowers [SEAL]
CODALI
6.
State of Maryland,
Allegany County, to-wit:
·
I hereby certify, That on this 11th day of January
in the year nineteen Hundred and Fifty -four , before me, the subscriber.
a Notary Public of the State of Maryland, in and for said County, personally appeared
and county, personally appeared.
Kyle S. Sowers and Alene A. Sowers, his wife,
and they acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared Joseph M.
Naughton, President of The Second National Bank of Cumberland,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.
The state of the s
WITNESS my hand and Natarial Scal Ab.
WITNESS my hand and Notarial Seal the day and year aforesaid.

To Best Lagge lety City

PILED AND REGEREED JAMUARY 12" 1954 at 11:50 A.M. PUPCHASE MONEY

This Mortgage, Made this 1178 day of January in	the
year Nineteen Hundred and fiftyby and between	
Robert L. Shew, and Ruth E. Shew, his wife,	_
of Allegany County, in the State of Maryland, part 122of the first part, he orporate, incorporated under the laws of the United States of America, of Allegany County, Mand, party of the second part, he was and, party of the second part, he was and, party of the second part, he was and, party of the second part, he was and party of the second part, he was a second part, he was a second party of the second part, he was a second party of the sec	330

land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Three Thousand Two Hundred Saventy-two 00/100 - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent, per annum, in the manner following:

By the payment of Forty-saver 80/100 - - (\$17.80) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, the payment of installment payment may be applied by the mortgagee in the following order; (1) to of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

Mow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

all that lot, piece or parcel of ground lying and being on the easterly side of Dewey Street known and designated as Lot No. 6, Section No. 2 in Pellegrine's Addition to Westernport, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 109 one of the Plat Records of Allegany County, Maryland, which is more particularly described as follows, to-wit:

at the end of the first line of Lot No. 5, Section No. 2 in said addition and running then with said street North 8 degrees 40 minutes West 50.35 feet, then North 74 degrees 32 minutes East 162.71 feet to the westerly side of Donna Street, then with said Donna Street, South 15 degrees 28 minutes East 50 feet to the end of the second line of said Lot No. 5 and then with said second line reversed South 74 degrees 32 minutes West 168.67 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of A. Dewey Pellegrine and Elene Pellegrine, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

LIDER 302 PAGE 308

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an annount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they—will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

End it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such saie including taxes, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Two Hundred Seventy-two 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Enothe said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accrulng or failing due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as foilows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all law-dening the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other was from the indebtedness secured by this mortgage; (2) to result commit or suffer possible to the mortgage or note.

HEER 302 PARE 309

was e. Impairment or de erioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this heroly secured, and at the option of the mortgagee, immediately mature the entire principal and interest mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said gaged property be acquired by any person, persons, partnership or corporation—other than the mortgagee's written consent, or should the same be encumbered by the mortgagers, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions

Mitness, the handsand scarof said mortgagors. Attest: [SEAL] [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this. 11 TH in the year nineteen Hundred and Fifty - there a Notary Public of the State of Maryland, in and for said County, personally appeared before me, the subscriber.

Robert L. Shew, and Puth E. Shew, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of iaw, that the consideration in spidungrisage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notariai Seai the day and year aforesaid.

Notary Public.

FILED AND LECCHDED JANUARY 13" 1954 at 3:30 P.M.

whereas, the parties of the first part are justly and bond fide indebted unto the party of the second part in the full and just sum of Three Thousand Seven Lundred Fifty (\$3,750.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Forty One Dollars and Sixty Five Cents (\$41.65) on account of interest and principal, paymenta to begin on the Add day of Tubusy 1954, and continuing on the same day of each and every month thereafter, until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOT, THEREFORE, THIS MORTGAGE LITNESSETH:

That for and in consideration of the premises and of the aum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot, piece or parcel of ground situate, lying and being in Annandale Addition, fronting on Gephart Drive in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to wit:

AEGINAING for the same at a point on the Northerly side of Gephart Drive at the end of the first line of a lot of ground



conveyed by Atlee B. Hott to Richard H. Beall and Rose B. Beall, his wife, by deed dated August 8, 1923, which is recorded in Liber 144, folio 155, one of the Land Records of Allegany County, waryland, said point being distant westerly along Gephart Drive 23.75 feet from the intersection of the Northerly side of said Drive with the Westerly side of Thompson Avenue, and running then with said Drive South 49 degrees 23 minutes West 25.25 feet, then at right angles to said Drive North 40 degrees 37 minutes West 38.5 feet, then North 49 degrees 23 minutes East 4.65 feet, then, North 33 degrees 44 minutes West 34.7 feet to the Southerly side of a 15 foot alley, then with said alley worth 45 degrees 48 minutes East 21.74 feet to the end of the third line of said lot conveyed by Atlee B. hott to Richard H. Beall et ux., then reversing said third line South 33 degrees 53 minutes East 36.8 feet to the end of the second line of the aforesaid lot, then reversing said second line South 40 degrees 37 minutes East 38.5 feet to the place of beginning.

It being the same property conveyed to the first parties by William D. Kastner and Catherine H. Kastner, his wife, by deed dated the 23rd day of December, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 223, folio 464.

TOCETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of

the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become que and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight percent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars, and to cause

as, in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITHLESS as to both:

WILLIA D. PAICE (SEAL)

1 ay lose

Sarah M. Price (SEAL)

STATE OF MARYLAND
ALLECANY COUNTY, to-wit:

I HERBEY CERTIFY, That on this 12+h day of January, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM D. PRICE and SARAH M. PRICE, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

HOTAD.

My Commission expires May 2 loss

To

FILED AND MCCOLDED JANUARY 13" 1954 at 2:40 P.M.

THIS DEED OF RELEASE OF MORTGAGE, Made this 12+14 day of anuary

Hospital, 1953, by W. Wallace McKaig of Cumberland, Maryland,

WITNESSETH:

WHEREAS, by Mortgage bearing date January 26, 1953, and recorded in Liber No. 284, folio 34, one of the Mortgage Records of Allegany County, under the hands and seals of Charles E. Heavner and Lena V. Heavner, his wife, the ground and premises therein described became limited and assured unto the said W. Wallace McKaig by way of Mortgage, and as part security for a loan of Twenty-Five Hundred (\$2500.00) Dollars, together with the interest thereon at the rate expressed in said Mortgage as will more fully appear by reference thereto. The remaining security for this loan being certain real estate situated in or near Wiley Ford in Mineral County, in the State of West Virginia and secured by a Deed of Trust duly recorded in the Office of the Clerk of the Court of Mineral County, West Virginia.

П

AND WHEREAS, the said Mortgagors have paid the sum of Six Hundred (\$600.00) Dollars, unto the said W. Wallace McKaig on account of the said total indebtedness and the interest on said loan is current, and the said Charles E. Heavner and Lena V. Heavner, now desire and request that part of said security which represents the Mortgage on the farm property situated in Allegany County, Maryland, be released to the end that the said Charles E. Heavner and Lena V. Heavner may hold said farm property in Allegany County, Maryland, free and clear of the lien of said Mortgage, all of which the said W. Wallace McKaig has consented to do.

NOW, THEREFORE, in consideration of the premises and the payment of the sum of Six Hundred (\$600.00), Dollars, by the said Charles E. Heavner and Lena V. Heavner, his wife, unto the said W. Wallace McKaig, the said W. Wallace McKaig does hereby grant and release unto the said Charles E. Heavner and Lena V. Heavner, his wife, all that part of that lot or parcel of land situated along the Christy Road and which was conveyed unto William F. Fisher by Adleheit Fesenmeier by deed dated April 2, 1897, and which is more particularly described as follows, to-wit:

BEGINNING at a point in the center of the Christy Road,
North 67-3/4 degrees West 21 perchea from a small white oak
marked with 3 notches and being at the end of South 601 degrees
East 25 perches, North 141 degrees East 44 perches, North 29-3/4
degrees East 16 perches, North 34-3/4 degrees East 9-86/100
perches from a small white oak, at the beginning of the whole lot,

MIR 302 MGE 315

it being at or near 12-14/100 perches on the 17th line of the whole lot as conveyed to William F. Pisher as aforesaid, and running thence across the said whole lot, South 59t degrees East 26 perches to a stone, South 42 degrees 10 minutes East 18 perches to a stone, South 44 degrees 5 minutes East 13-56/100 perches to a stone, South 64 degrees 25 minutes East 6-96/100 perches to a stone, South 60 degrees East 22-96/100 perches to a stone, 2 feet North of a white oak on the 8th line of the said whole lot or parcel of ground, and with the said lines thereof as corrected for magnetic variation, North 34% degrees East 7-92/100 perches to a chestnut oak stump, shown by said William F. Fisher as the end of said line and which is now marked by a chestnut oak sapling with 6 notches in a line, then still with the lines of the whole lot, corrected as aforesaid, North 863 degrees East 35 perches to the bank of Evitt's Creek, North 61 degrees West 22 perches, North 44 degrees 55 minutes West 97 perches to the Christy Road and with it, and still with the lines of the whole lot, South 70% degrees West, 11 perches, South 30-3/4 degrees East 10 perches, South 44% degrees West 15 perches, South 50-3/4 degrees West 12 perches, South 46 degrees West 11 perches, South 34-3/4 degrees West 12-14/100 perches to the beginning, containing 33-4/5 acres, more or less.

It being the same property which was conveyed unto the said Charles E. Heavner and Lena V. Heavner, his wife, by Barbara E. Dircks, widow, by deed dated the 26th day of January, 1953, and recorded in Liber No. 247, folio 218, one of the Land Records of Allegany County.

TO HAVE AND TO HOLD the same unto the said Charles E. Heavner and Lena V. Heavner, his wife, their heirs and assigns in the same manner as if the aforesaid Mortgage had never been executed.

WITNESS:

MARYTAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 12th day of December, 1958, before me, the subscriber, a Nobary Public of The State of Maryland, in and for the County aforesaid, personally appeared W. Wallace McKaig, and he acknowledged the aforegoing Deed of Release of Mortgage to be his act and deed.

WITNESS my hand and Notarial Seal the day and year above

LIBER 302 PAGE 316



Compared and Velles 1) To Meyer City = 11 5°4

FILED WID MCCOMED JANUARY 13" 1954 Bt 2:40 P.M. .

This Mortgage, Made this

day of

in the year mineteen hundred and fifty-four

, by and between

Alice Weaver, widow,

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Alice Weaver, widow.

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eighteen Hundred (\$1800.00) - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be March 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Alice Weaver, widow,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated near the Valley Road about one and one-halfmiles Northeasterly of the City of Cumberland, Allegany County, Maryland, being Lot No. 677, Section "B", as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

BEGINNING at a point on the Westerly side of Forest Avenue at the end of the first line of Lot No. 676 and running thence with the Westerly side of said Forest Avenue, North 18 degrees 55 minutes East 40 feet; thence North 71 degrees 5 minutes West 100 feet to the division line between Lots 677 and 740; thence with said division line,

South 18 degrees 55 minutes West 40 feet; thence South 71 degrees 5 minutes East 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagor by Ira J. Heare and wife by deed dated November 8, 1946, and duly recorded among the Land Records of Allegany County.

THIS OBLIGATION IS ADDITIONALLY SECURED BY A CHATTEL MORTGAGE BY AND BETWEEN THE SAME PARTIES HERETO AND BEARING EVEN DATE HEREWITH.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eighteen Hundred (\$1800,00) = - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance-is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of

MIN 302 BAGE 318

the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

(SEAL)

James Mi Sorley

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 12 day of January

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Alice Weaver, widow,

acknowledged, the foregoing mortgage to be deed; and at the same time, before me, also personally appeared her act and Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the *maid Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written

James M. Sorley Notary Publi

FILED AND RECORDED JANUARY 18" 1954 at 8:30 A.M. CREAMERY SUPPLY CO. LIBER 302 PAGE 319

ILRECO PURE-PAK FILLER-SEALER

LEASE

DO NOT WRITE IN BPACE BELOW

MASON'S DAIRY INC

NAME OF LEBSEE

STREET NAME

CITY S. RLAND

ZONE NUMBER

MODEL LT-20__

SERIAL NO.0192

M- RY LAND

AUGUST 10th 1953

DATE OF AGREEMENT

ILLINOIS CREAMERY SUPPLY COMPANY

ILRECO PURE-PAK FILLER-SEALER LEASE

This leave, effective as of the last date of energian, written below, between the LESSOR, ILLINOIS CREAMERY SUPPLY COMPANY, as Illinois Corporate of Chicago, Illinois, and the LESSEE, whose name is signed hereto.

WITNESSETH:

2. COVENANTS OF LESSOR LESSOR agrees.

(c) DELIVERY, INSTALLATION, etc. To deliver the machine to leases La.b. Chicago, Illinois, and when it is ready to be installed to farnish, without appeals to lease, one of leaser's qualified service angineers, who will superintend the installation and train leaser's dairy employees in the consumer of the machine.

[b] MAINTENANCE OF SERVICE STAFF. To maintain of Chicago and other convenient places a staff of sumpetent service angineers, and to supple service for the 'pachines when seeded at everage prevailing wage rules for such service angineers, place transportation and reasonable living superint of the service angineer.

of the service angineer.

3. COVEHANTS OF LESSEE, Lessee agrees.

Int REPAIRS AND INSURANCE. To keep the exchine in repair and good operating candition at all times during the continuousce of this lesser.

In REPAIRS AND INSURANCE. To keep the exchine in repair and good operating candition at all times during the continuousce of this lesser.

In TAXES, To pay all mass and measurements invertify leviad against or upon the machine, or its use, or arising out of this lessee transing name to asset of lessor.

[4] BLANES, To use in connection with end in the machine only such containers as shall from time to time meet the lessor's specification attendards.

income lease of leaser.

(c) BLANES. To see in commention with and in the machine only seek contributes on shall from time to time meet the leaser's apositiontions and qualitations of the control of th

S. o. Alle

LIDER 302 PAGE 320

Masnis Dany B.a. Masan Cumberland NOTE: If lessee is a corporation, execution should be in its corporate name by a qualified afficer and attested by its Secretary or other qualified afficer, who should affix the corporate seal. If a partnership, execution should be by one or more general partners. An individual carrying on business as an assumed name or proprietorship should sign the assumed or trade name, followed by his individual signature. No witnesses are necessary. Compared and Wiled laccons FILED AND RECORDED JANUARY 14" 1954 at 8:50 A.M. This Mortgage, Made this. day of January in the year Nineteen Hundred and, fifty-four ..., by and between JAMES H. YOUNG and MARTHA C. YOUNG, his wife, Allegany County, in the State of Maryland, part ies of the first part, and -5 IRVING MILLENSON Allegany County, in the State of Maryland, part y of the second part, WITNESSETH: Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Eleven Hundred Dollars (\$1100.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of 6 per cent per annum in monthly installments of \$25,84 each; said payments include both principal and interest, which interest shall be calculated and credited semiannually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid. It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments. AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of 1 Article 66 of the Annotated Code of Maryland (1989 Edition) as repealed and re-enacted, with Smendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties _____of the first

give, grant, burgain and sell, convey, release and confirm unto the said part.y.

ALL those lots, pieces or parcels of land lying and being in Allegany County, Maryland, known and distinguished as Lots Nos. 33 and 34 of Block No. 18 of Potomac Park Addition, situated on or near the River Road (now called McMullen Boulevard) three miles westward of the City of Cumberland; Allegany County, Maryland, a revised plat of which Addition is of record among the Land Records of Allegany County, Maryland, in Plat Box No. 137, said lots being more particularly described as a whole as follows:

BEGINNING for the same at a point on the northerly side of Avenue Z of said Addition at the end of the first line of Lot No. 32 of Block No. 18, and running thence with the northerly side of said Avenue Z North fifty-one degrees fifty-five minutes West fifty feet; thence at right angles to said Avenue Z North thirty-eight degrees five minutes East one hundred and ten feet; thence parallel to Avenue Z South fifty-one degrees fifty-five minutes East fifty feet to the end of the second line of the aforesaid Lot No. 32; thence reversing said second line South thirty-eight degrees five minutes West one hundred and ten feet to the place of beginning.

IT being the same property which was conveyed by Lester W. Norris et ux, et al, to James H. Young et ux by deed dated October 19, 1948, and recorded in Deeds Liber 222, folio 706 among the Land Records of Allegany County, Maryland.

Engether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining

waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Bravided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part y of the second part , his successors wassersex xxxxiministrator or assigns, the aforesaid sum of_ together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And if is Agreed that until default be made in the premises, the said part. ies ... of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part.y. of the second part , his heirs, executors, administrators and assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ins of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or his assigns, the improvements on the hereby mortgaged land to the amount of at least. Elswan Hundred - - - - - (\$1100.00) - - Dollars, and to cared the policy or policies issued therefor to be so framed or endorsed, as in case of fire

b

LIBER 302 PAGE 322

or other losses to inure to the	he benefit of the mortgagee	, his	heirs or
assigns, to the extent of	his	lien or claim hereunder, as	
· policy or policles forthwith	in possession of the mortga	agee or the mortgagee	may effect sald
insurance and collect the pr	emiums thereon with intere	est as part of the mortgage	debt.
Witness, the har	nds and seals of said mor	tgagors.	1
		•	•
Witness:	• .		
a arvi	/	7	
11 Carse	ul 9	more & Jaan	[Seal]
man	JAM	IES H. YOUNG	[ocur]
- AFANName	w w	W. HPM	1
11 Vocanta	-60	ARTHA C. YOUNG	[Seal]
		11 7	
			200
	* *		
		•	
			- 1
	- `		
State of Manulana			
State of Maryland,		• • • • • • • • • • • • • • • • • • • •	
Allegany County, t	o-wit:		i i
	. 1		
I hereby certify	That on this 13	_day ofJanuary	
		day or January	
in the year nineteen hundred an	d fifty-four	before me, t	he subscriber
a Notary Public of the State of	Maryland, in and for said (Ounty personally appeared	
	· ·		
James H.	Young and Martha C.	Young, his wife,	
and they acknowledge		A1 - 1	
and they acknowledged	d the aforegoing mortgage to	be their respective	
act and deed; and at the same t	ime before me also personall;	y appeared	
	rving Millenson		
he within named mortgagee	and made oath in due form	m of law, that the consider	ation in said
nortrage is true and bona fide	as therein set forth.		
No top			- 1
			4
DWEINESS my hand and No	tarial Seal the day and year	r aforesaid.	
8 1 3			
T 3 8		(In	
S 1 10	Ve	the line Da	nes Public
G/ B an		Not	ary Public

This Marigage, Made this	6th	1954 at	10:00 1	
in the year Nineteen Hundred and Fifty	Four	11	by and betw	reen
Archite Deroy (fixon and g	Digit Del ingt	den, n	is also,	1
of Allegacy	County in		Harveyed	1

Braner 3. July and Amma 1. Motor, nin sale,

partion of the first part, and

of Allegary County, in the State of Maryland, partiss of the second part, WITNESSETH:

Unbergas, the parties of the first part are now indebted to the said loser S. Duter and Anna G. Dater, his wife, as tenants by the entireties, in the full and just ame of the Thomsand the Bundred Thirty Dollars and Elinty-Tive Cents (21,130.85), for which they have given their promisery note of the date broadth, rayable attaintenant at the rate of 6f per annual in monthly agreed so the rincipal and interest of not less than \$50.00, interest to be calculated every six months on the principal due at the beginning of said seried and all parpents made bring said six months to be then spalled first to interest and patterns to reduction of principal, interest 12 the collowing six so, the to be calculated on the principal as so reduced.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

parties of the first part

give,

give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second mart, their

heirs and assigns, the following property, to-wit: All that piece or parcel of ground located about four miles North of Cumberland, Maryland, near the Bedford Road, which said lot is more particularly described as follows, to-wit:

Beginning for the same at the end of the second line of a lot conveyed to Elmer L. King et ux by deed deted October 19, 1913, and running thence with the said second line reversed, North 892 degrees East 108 feet; thence the same course 25 feet to the East side of a 25 foot Street; thence with said Street, North & degrees West 120 feet, more or less, to the

100 MGE 324

is it of a lot conveyed to Edward a. See et ux by Wesley C. If nt et ux ove mer h, 10,2, and recorded in liber to. 21, folio 298, one of a leta " County, anylam; and running thence the tot, Sputh ho de re s 10 minutes East 487.5 feet to a stone kine of the Tesley C. Tight land; Mence with said kine, South ore or less, to in the of said 19th line; home mole trot, ort. ol de rees est 275 fee; - nee " tsice line and run in: North 17 de rees est 337 feet; - ne rth

wideed lated Sente ber 20, 10h, and recorded in . 222, lin , one of se an 'entrds of Alleran Count, arriand. cre ce o sai leed in hereby the for a urther description.

Together with the buildings and improvements thereon, and the rights, roads, ways,

Provided, that if the said	par des of the	First part, t	heir
heirs, executors,	administrators or assi	gns, do and shall	pay to the said
parties of the	second part, beir		
executor , administrator or assigns, the a			
			transferred to the second transferred transferred to the second transferred
One Thousand one lunured This	rty Dollars and Mi	nty-Five Cents	(01,130.85
together with the interest thereon, as and w	when the same shall be	come due and n	avable and in
the meantime do and shall perform all the		_	
performed, then this mortgage shall be void		•	part to by
Man it is Moreon was and the	and the second	TT-200 AT 074	
. And it is Agreed that until defa	fult be made in the pr	emises, the said_	
. Mile it is Agreed that until dela	uit be made in the pr	emises, the said_	
	f the first part	emises, the said_	
parties o.	f the first part		
parties o.			pon paying ir
parties omay hol	f the first part	resaid property, u	
parties o. may hol the meantime, all taxes, assessments and pu	f the first part	resaid property, u	
parties o. may hol the meantime, all taxes, assessments and pu	f the first part	resaid property, u	
may holthe meantime, all taxes, assessments and pure	f the first part	resaid property, u	
may hol the meantime, all taxes, assessments and pu mortgage debt and interest thereon, the said.	f the first part Id and possess the afor	resaid property, u	
may hol the meantime, all taxes, assessments and pu mortgage debt and interest thereon, the said. parties of the parties of the parties of the parties of the pay when legally demanded.	f the first part Id and possess the afor iblic liens levied on service the first part indable.	resaid property, u	which taxes
may hold the meantime, all taxes, assessments and pure mortgage debt and interest thereon, the said. parties of hereby covenant to pay when legally demandered but in case of default being made in pay terest thereon, in whole or in part, or in any terest thereon, in whole or in part, or in any	f the first part Id and possess the afor Iblic liens levied on so the first part Indable, The mortgage The agreement, covenant	resaid property, u aid property, all e debt aforesaid, or condition of t	or of the in-
may hol the meantime, all taxes, assessments and pu mortgage debt and interest thereon, the said parties of the parties of the parties of the parties of the pay when legally demanded.	f the first part Id and possess the afor Iblic liens levied on so the first part Indable, The mortgage The agreement, covenant	resaid property, u aid property, all e debt aforesaid, or condition of t	or of the in-
may hole the meantime, all taxes, assessments and purious or mortgage debt and interest thereon, the said thereby covenant to pay when legally deman and the case of default being made in pay terest thereon, in whole or in part, or in any then the entire mortgage debt intended to be	It the first part It the first part It the first part Indable. Indable. Independent of the mortgage Independent of the mortgag	resaid property, used property, all sedebt aforesaid, or condition of the tonce become during the sedebt aforesaid.	or of the in-
may hole the meantime, all taxes, assessments and purious or mortgage debt and interest thereon, the said thereby covenant to pay when legally deman and the case of default being made in pay terest thereon, in whole or in part, or in any then the entire mortgage debt intended to be	It the first part It the first part It the first part Indable. Indable. Independent of the mortgage Independent of the mortgag	resaid property, used property, all sedebt aforesaid, or condition of the tonce become during the sedebt aforesaid.	or of the in-
may hole the meantime, all taxes, assessments and pure mortgage debt and interest thereon, the said thereby covenant to pay when legally demanderest thereon, in whole or in part, or in any then the entire mortgage debt intended to be and these presents are hereby declared to be	It the first part It the first	resaid property, used property, all the debt aforesaid, or condition of the tonce become due said.	or of the in-

or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sale saie shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

LEER 302 MARE 325

III case of advertisement und	er the shove now	er but no sele	and half aft at	heirs or assigns, a
in case of advertisement und shall be allowed and paid by	the mortgagors.	their	one-half of the	above commissi
i i	with more egagor 113.		representative	es, neirs or assign
and the said	partie	s of the firs	t nart	
				urther covenant
insure forthwith, and pending	the existence of	this mortgage, t	o keep insured	hy some insures.
Company or companies accept				by some madian
assigns, the improvements on				
One Tions - one Hundred				
and to cause the policy or po	licies issued them	for to be so from	mod on and	L, 1. Division
to inure to the benefit of the				
of	their lie	n or claim here	under, and to p	olace such policy of
policies forthwith in possessio	n of the mortgage	es, or the mo	rtgagee may ef	fect said insurance
and collect the premiums the	reon with interest	as part of the	mortgage debt	
Mitness, the hand a	nd seal of said mo	rtgagor s.		
Attest:				
(W	0			
Jayce Haretta	Jarsey C	erears,	Level 7	Mas ISEAL
Vance Her H.	10	Archie	Dewey ixon	- 5
Jagre varina	varsey	Cditte	Arlhere	2/140-ESEAL
/	0			
		· · ·	· ·	
State of Maryland, Allegany County, to	ı-wit:			[SEAL
State of Maryland,	ı-wit:			[SEAL
State of Maryland, Allegany County, to I hereby certify	J-wif:	1sth	day of	[SEAL]
State of Maryland, Allegany County, to I hereby certify in the year ninetcen Hundred	1-10if: 9. That on this and Fifty	/ a Th	day of	January, me, the subscribe
State of Maryland, Allegany County, to I hereby certify in the year nineteen Hundred a Notary Public of the State	J-1Uif: J. That on this and Fifty of Maryland, in a	/ a Th	day of, before nty, personally	January, me, the subscribe
State of Maryland, Allegany County, to I hereby certify in the year nineteen Hundred a Notary Public of the State	1-10if: 9. That on this and Fifty	/ a Th	day of, before nty, personally	January, me, the subscribe
State of Maryland, Allegany County, tr 3 hereby certify in the year nineteen Hundred a Notary Public of the State Archie Devrey	I-IUIT: If. That on this and Fifty of Maryland, in a Nixon and Edit	Four nd for said Count Mix	day of before nty, personally on, his wife	January, me, the subscribe appeared
State of Maryland, Allegany County, to I hereby certify in the year nineteen Hundred a Notary Public of the State Archie Dewey andacknowledge	J. That on this and Fifty of Maryland, in a Mixon and Edit d the aforegoing	Four nd for said Count Delmont Mix	day of, before nty, personally on, his wife their	January, me, the subscribe appeared
State of Maryland, Allegany County, to I hereby certify in the year nineteen Hundred a Notary Public of the State Archie Devey	I-11/if: If. That on this and Fifty of Maryland, in a Nixon and Edit d the aforegoing time before me all	Four nd for said Count Mix niortgage to be so personally a	day of, before nty, personally on, his wife their	January, me, the subscribe appeared
State of Maryland, Allegany County, to I hereby certify in the year nineteen Hundred a Notary Public of the State Archie Devey and acknowledge act and deed; and at the same	I-Wit: In That on this and Fifty of Maryland, in a Mixon and Edit de the aforegoing time before me al lbur V. Wilson	Four nd for said Count Mix niortgage to be so personally a	day of, before nty, personally on, his wife their ppeared	January, me, the subscribe appeared
State of Maryland, Allegany County, to I hereby certify in the year nineteen Hundred a Notary Public of the State Archie Devey and acknowledge act and deed; and at the same	I-Wit: In That on this and Fifty of Maryland, in a Mixon and Edit de the aforegoing time before me al lbur V. Wilson	Four nd for said Count Mix niortgage to be so personally a	day of, before nty, personally on, his wife their ppeared	January, me, the subscribe appeared
State of Maryland, Allegany County, tr I hereby certify in the year nineteen Hundred a Notary Public of the State Archie Dewey andacknowledge act and deed; and at the same the within named mortgagees,	I-Illif: If, That on this and Fifty of Maryland, in a Mixon and Edit de the aforegoing time before me all bur V. Wilson and made oath in	Four nd for said Count Delmont Mix mortgage to be so personally a , Agent of due form of la	day of before nty, personally on, his wife their ppeared	January, me, the subscribe appeared
State of Maryland, Allegany County, to I hereby certified in the year nineteen Hundred as Notary Public of the State of Archie Devey and acknowledge act and deed; and at the same the within named mortgagees, and true and bona fide	I-IVII: and Fifty of Maryland, in a Nixon and Edit d the aforegoing time before me al lbur V. Wilson and made oath in as therein set for	Four Ind for said Count Mix Interpretation of the form of the form of the forth, and the	day of, before nty, personally on, his wife their ppeared	January, me, the subscribe appeared
State of Maryland, Allegany County, to I hereby certification the year nineteen Hundred a Notary Public of the State Archie Devey and acknowledge act and deed; and at the same the within named mortgagees, and true and bona fide	I-IIII: and Fifty of Maryland, in a Nixon and Edit d the aforegoing time before me al lbur V. Wilson and made oath in as therein set for	Four Ind for said Count Mix Interpretation of the said count of	day of, before nty, personally on, his wife their ppeared, that the coat he is the affidavit.	January, me, the subscribe appeared
State of Maryland, Allegany County, to I hereby certify in the year nineteen Hundred a Notary Public of the State Archie Devey and acknowledge act and deed; and at the same the within named mortgages, more true and bona fide	I-IIII: and Fifty of Maryland, in a Nixon and Edit d the aforegoing time before me al lbur V. Wilson and made oath in as therein set for	Four Ind for said Count Mix In Delmont Mix Innortgage to be so personally at the forth, and the comake this a	day of, before nty, personally on, his wife their ppeared, that the coat he is the affidavit.	January, me, the subscriber appeared
State of Maryland, Allegany County, to I hereby certification the year nineteen Hundred a Notary Public of the State Archie Devey and acknowledge act and deed; and at the same the within named mortgagees, and true and bona fide	I-IIII: and Fifty of Maryland, in a Nixon and Edit d the aforegoing time before me al lbur V. Wilson and made oath in as therein set for	Four Ind for said Count Mix In Delmont Mix Innortgage to be so personally at the forth, and the comake this a	day of, before nty, personally on, his wife their ppeared, that the coat he is the affidavit.	January, me, the subscriber appeared
State of Maryland, Allegany County, to I hereby certification the year nineteen Hundred a Notary Public of the State Archie Devey and acknowledge act and deed; and at the same the within named mortgagees, and true and bona fide	I-IIII: and Fifty of Maryland, in a Nixon and Edit d the aforegoing time before me al lbur V. Wilson and made oath in as therein set for	Four Ind for said Count Mix In Delmont Mix Innortgage to be so personally at the forth, and the comake this a	day of, before nty, personally on, his wife their ppeared, that the coat he is the affidavit.	January, me, the subscriber appeared

FILED AND RECUIDED JANUARY 15" 1954 at 9:20 A.M.

This Mortgage, Made this -13th

day of

in the year nineteen hundred and fifty-four , by and between Eva Atwell Freeland unmarried, and Mildred Atwell England, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:



stand indebted unto the said The Liberty Trust Company in the just and full sum of - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as lt accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954

Eva Atwell Freeland, unmarried, and Mildred Atwell England, widow,

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Eva Atwell Freeland, unmarried, and Mildred Atwell England, widow,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and being in the City of Cumberland, Allegany County, State of Maryland, and described as

BEGINNING on Virginia Avenue at s point one hundred feet from the intersection of Virginia Avenue at s point one hundred reet from the intersection of Virginia Avenue with Schriver's Alley in a Southwesterly direction and running thence in a strsight line in a Westerly direction one hundred and fifty feet; thence South sixty feet; thence East one hundred and fifty feet to ssid Virginia Avenue; thence in a Northerly direction along ssid Virginia Avenue sixty feet to the point of

EXCEPTING, HOWEVER, so much of the above described property which was conveyed by and described in a certain deed of release from Dr. J. Jones Wilson and Maria J. Wilson, his wife, to Nellie M. Atwell, dated October 4, 1913, and recorded in Liber No. 59, folio 464, one of the Mortgage Records of Allegany County. That portion of said entire property which was released from the operation of the mortgage as sforesaid being described in a certain deed from A. Gross, et sl, to Nellie M. Atwell, dated June 24, 1913, and recorded in Liber No. 112, folio 526, one of the Land Records of Allegany County.

It being the same property which was conveyed by Maria J. Wilson widow, to William F. Atwell and Nellie Atwell, his wife, by deed dated





142

April 12, 1935, and recorded in Liber No. 172, folio 359, one of the Land Records of Allegany County. The said William F. Atwell departed this life in the year 1943, thus, vesting the complete title in and to said property unto his widow, Nellie M. Atwell, as the survivor. The said Nellie M. Atwell departed this life in the year 1952, and by her Last Will and Testament, which was duly probated on October 17, 1952, and recorded in Wills' Liber X, page 498 in the Office of the Register of Wills for Allegany County, under Item 3 of said Will, she devised the property herein above described and referred to in her Will as Nos. 419, 421 and 423 Virginia Avenue, unto her daughter, Eva. Atwell Freeland and her daughter, Mildred Atwells England, as joint tenants in fee simple.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Five Hundred (\$2500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property a provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby Intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making sald sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the sald commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to indure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns the improvements on the hereby mortgaged land, to the amount of et least

USER 302 PAGE 328

Twenty-Five Hundred (\$2500.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as In the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policles forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Eval atuall Freeland (SEAL)

Mildred Atwell England (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 13th. day of January in the year nineteen hundred and Fifty-Four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Eva Atwell Freeland, unmarried, and Mildred Atwell England, widow, and each acknowledged, the foregoing mortgage to be their deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said

corporation and duly authorized by it to make this affidavit. meas whereof I have hereto set my hand and affixed my notarial seal the day and year

Bro asiebut

FILED AND RECORDED JANUARY 15" 1954 at 9:20 A.M.

This Mortgage, Made this 14th day of January,

in the year Nineteen Hundred and Fifty_

. Elroy S. Fox and Alice H. Fox, his wife,

105R 302 PAGE 329

of Alle may	County, in the State of Marriand
part 105 of the first part, and	
	16
Analy	da L. illison
of Allegany	
	County, in the State of Carla
part of the second part, WITN	JESSETH:
Whereas, the same arche	es o une irst mart are not indebte (
	Pull and just on of Thirteen Transmin (1.
	neir rodsnor note of ever de e neres
	selver the wist interest at the rate of h
	in sei-armal ayrunts on the principal of
les and three formed (1300.00	
) holicia.
	1
	£
	or the first part
	ell, convey, release and confirm unto the said
party 0.	Lie second part, her
neirs and assigns, the following property	y, to-wit:
sminimizer of Minperland Stre	lot, piece and parcel of ground lying on the eet, near the corner of Cumberland Street and thegany County, described as follows, to-wit:
Peginning for the at a point distant 30 feet measured at a point distant 30 feet measured be at a point distant 30 feet measured by the first street, and running thence with the prees 31 minutes west 25.05 feet of the 9 inch brick division wall not hereby conveyed (now 325) from the Westerly side of the division wall dautes East 96 feet; thence with 7 degrees 31 minutes west 51.15 fith 1t, North 12 degrees 26 minutes aid Cumberland Street, South 72 degrees 26 minutes West 6 feet; threet, South 77 degrees 31 minutes	es same on the Northerly side of Cumberland Streed in a Westerly direction along the Northerles intersection with the Westerly side of Walling house formerly No. 28 located on the dividing house formerly No. 28 located on the house fermerly No. 30 (now 327) adjoining or reversing said intersecting line with the land the same extended, North 12 degrees 26 a line parallel to said Cumberland Street, 16 feet to the Easterly side of Cedar Alley; and the same to be said to be said Cumberland Street, 17 degrees 31 minutes East 25 feet; thence So; thence by a line parallel to said Cumberland Street, 18 East 51.1 feet to a point distant 30 feet as Street from the Westerland street from the Wester
lio 105, one of the Land Records id deed is hereby made for a fur	let mess on persol of county and
ON THE PROPERTY AND PROPERTY OF A	of Cumberland Street and Lee Street in the ryland, which said parcel is more particular.
- Beginning for the s	

UBBR 302 MME 330

There will be decrees 57 minutes East 111.65 feet; then South 79 decrees is East parallel to Cultering Street 119 feet; then North 10 le roes feet at oins on the line of the uniform A. D. Ladew ries thellocomber 21, 109, did it recorded in Liber 10.69, in other land corns of All the foundy, maryland, said point being south 79 decrees 3 in tes East 10 feet from the uniform 3rd line. I with a said with line, South 70 decrees a literature and Ohl Railron' Company line; the said of the lort and railron's research of the lort and railron's The S. For every present the state of the st I. last desire tion being subject, however, to a right of an or the last desire the and entered over the 3rd line accept. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. provided, that if the said parties of the first wort, their heirs, executors, administrators or assigns, do and shall pay to the said barty of the second part, her executor , administrator or assigns, the aforesaid sum of - - - - Thirtee. Thousand (\$13,000.00) bollars- together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be vold. And it is Agreed that until default be made in the premises, the said_ parties of the first part may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public ilens levied on said property, all which taxes, mortgage debt and interest thereon, the said_ parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. party of the second part, her heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following fo-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said saie shall be at public auction for cash, and the proceeds arjeing from such saie to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, theirheirs or assigns, and in case of advertisement under the above power but no cale, one-half of the above commission

UBER 302 PAGE 331

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgage or her assigns, the improvements on the hereby mortgaged land to the amount of at least induced thousand (13,00,00) — "Dollars, and to cause the policy or policies issued therefor to be so framed or endorged, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of the mortgage of the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Mitness, the hand and seal of said mortgagors. Atternal Strates Davidy (SEAL) Allegany Country, for-mit: Jhereby rertify, That on this here had a day of January, in the year nineteen Hundred and Fifty — Four — before me, the subscribe a Notary Public of the State of Maryland, in and for said County, personally appeared Elroy S. Fox and Alice W. Fox, his wife, andacknowledged the storegoing mortgage to betheir act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent the within named mortgages, and made cath in due form of law, that the consideration in said mortgage and duly authorized to make this affidavit. Output S. my hand and Notarial Seal the day and year aforesaid.		And the said parties of the first part
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgage or how have assigns, the improvements on the hereby mortgaged land to the amount of at least marked. Thousand (11,000,00) — — — — — — — — — — — — — — — — — —	٠,	
Assigns, the improvements on the hereby mortgaged land to the amount of at least Thousand (12, 70) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee		
Attest State of Maryland, Allegany County, for-wif: J hereby certify, That on this in the year nineteen Hundred and Fifty a Notary Public of the State of Maryland, in and for said County, personally appeared Elroy S. Fox and Alice E. Fox, his wife, act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent true and benefit of the mortgagee, and made eath in due form of law, that the consideration in aai- mont and culter the predict of the mortgage, and made eath in due form of law, that the consideration in aai- mont and duly authorized to make this affidavit.		
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee her		
to inure to the benefit of the mortgagee heirs or assigns, to the extent of		
their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Mitness, the hand and seal of said mortgagors. Attest State of Maryland, Allegany County, for-wit: I hereby reriffy, That on this		
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Mitness, the hand and seal of said mortgagors. Atternal Seattle Dancey Livery 3, 70m (SEAL) Elroy 3, 70m (SEAL) Alico Fox State of Maryland. Allegany County, formit: Thereby rertify, That on this day of January. in the year nineteen Hundred and Fifty Four before me, the subscribe a Notary Public of the State of Maryland, in and for said County, personally appeared Elroy S. Fox and Alice L. Fox, his wife, and acknowledged the sforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage and duly authorized to make this affidavit.		
Attention of Maryland, in the year nineteen Hundred and Fifty A Notary Public of the State of Maryland, in and for said County, personally appeared Elroy S. Fox and Alice E. Fox, his wife, and acknowledged the sforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilson, Agent the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage and duly authorized to make this affidavit.	I	their fien or claim hereunder, and to place such policy or
Attern Senetta Parsey Croy of the Seal of Said mortgagors. Attern Senetta Parsey Class M. Fox [SEAL] Alleo Fox State of Maryland. Allegung County, for-mit: Jhereby rertify. That on this Had day of January. in the year nineteen Hundred and Fifty Four before me, the subscribe a Notary Public of the State of Maryland, in and for said County, personally appeared Elroy S. Fox and Alice E. Fox, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared wilbur V. Wilson, Agent the within named mortgagee, and made oath in due form of law, that the consideration in asi mortise a true and bona fide as therein set for forth, and that he is the Agent of said and the read duly authorized to make this affidavit.		
State of Maryland. Allegany County, in-wif: J hereby certify, That on this		
State of Maryland. Allegany County, to-wit: I hereby certify. That on this		
State of Maryland, Allegany County, to-wit: Jhereby certify, That on this 1472 day of January, in the year nineteen Hundred and Fifty Four before me, the subscribe a Notary Public of the State of Maryland, in and for said County, personally appeared Elroy S. Fox and Alice Fox, his wife, and acknowledged the sforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent the within named mortgagee, and made oath in due form of law, that the consideration in said mortals true and bona fide as therein set for forth, and that he is the Agent of said	1	//
State of Maryland, Allegany County, to-wit: Jhereby certify, That on this 1472 day of January, in the year nineteen Hundred and Fifty Four before me, the subscribe a Notary Public of the State of Maryland, in and for said County, personally appeared Elroy S. Fox and Alice Fox, his wife, and acknowledged the sforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent the within named mortgagee, and made oath in due form of law, that the consideration in said mortals true and bona fide as therein set for forth, and that he is the Agent of said		Signed warely (voy 5. Toy [SEAL]
State of Maryland. Allegany County, in-wit: Jhereby certify. That on this		Jayce Faretta Darrey alice M. 704 [SEAL]
Allegany County, in-wif: Jhereby certify. That on this		Alice Fox
in the year nineteen Hundred and Fifty Four , before me, the subscribe a Notary Public of the State of Maryland, in and for said County, personally appeared Elroy S. Fox and Alice E. Fox, his wife, and acknowledged the sforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth, and that he is the Agent of said good and duly authorized to make this affidavit.		
a Notary Public of the State of Maryland, in and for said County, personally appeared Elroy S. Fox and Alice W. Fox, his wife, andacknowledged the sforegoing mortgage to betheir act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth, and that he is the Agent of said good and duly authorized to make this affidavit.		
and acknowledged the sforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent the within named mortgagee, and made oath in due form of law, that the consideration in said is true and bona fide as therein set for forth, and that he is the Agent of said and duly authorized to make this affidavit.		
act and deed; and at the same time before me also personally appeared Wilbur V. Wilson, Agent the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage are true and bona fide as therein set for forth, and that he is the Agent of said not the and duly authorized to make this affidavit.		
act and deed; and at the same time before me also personally appeared. Wilbur V. Wilson, Agent the within named mortgagee, and made eath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth, and that he is the Agent of said mortgage and duly authorized to make this affidavit.	,	Elroy S. Fox and Alice W. Fox, his wife,
act and deed; and at the same time before me also personally appeared. Wilbur V. Wilson, Agent the within named mortgagee, and made eath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth, and that he is the Agent of said mortgage and duly authorized to make this affidavit.		and acknowledged the eforesting
Wilbur V. Wilson, Agent the within named mortgagee, and made oath in due form of law, that the consideration in sai mortgage is true and bona fide as therein set for forth, and that he is the Agent of said not the and duly authorized to make this affidavit.		
the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth, and that he is the Agent of said not the and duly authorized to make this affidavit.		
months is true and bona fide as therein set for forth, and that he is the Agent of said most to and duly authorized to make this affidavit.		
not have and duly authorized to make this affidavit.		the within named mortgagee, and made oath in due form of law, that the consideration in sai
	Y	mortgage is true and bona fide as therein set for forth, and that he is the Agent of said
Witness my hand and Notarial Seal the day and year aforesaid.	4	To and duly authorized to make this affidavit.
Thomas O Numerada	;	Williams my hand and Notarial Seal the day and year aforesaid.
Granne & Runemake		20/2/1
	3	

Maryland

FILED AND RECORDED JANUARY 15" 1954 at 1:55 P.M. MORTGAGE

(Securing Two Notes)

THIS MORTGAGE, made this ELEVERTH

day of JANUARY

1954 between ARTHUR E. LIGHT, divorced, and DANIEL WILLIAM LIGHT, also known as
DANIEL W. LIGHT and CHARLOTTE M. LIGHT, his wife,

of the County of ALLEGARY

, State of Maryland, hereinafter called "Mortgagor", and

THE FEDERAL LAND BANK OF BALTIMORE, hereinafter called "Mortgagee".

WITNESSETH: THAT WHEREAS, Mortgagor is indebted to Mortgagee in the total principal sum of

FIFTY TWO HUNDRED

Dollars (\$ 5200.00), this day lent the Mortgagor
by the Mortgagee;

AND WHEREAS, Mortgagor has executed and delivered to Mortgagee his two certain promissory notes each beating even date herewith, one of said notes being in the amount of TVENTY SIX HUNDRED Dollars), with interest at the rate of FOUR per centum (4 annum, said principal with interest being payable on an amortization plan in FORTY . successive semi-annual instalments, the first instalment being due and payable on the SIXTEENTH day of JULY . 19 54. said note having been executed in renewal of an indebtedness, payable to the Mortgagee and evidenced by a note which has been cancelled and secured by a mortgage which has been released of record simultaneously with the recording of this mottgage; the other of said notes being in the amount of TWENTY SIX HUNDRED (\$ 2600.00), with interest at the rate of FOUR AND ONE HALF per centum (, 42 %) pet annum, said principal with interest being payable on an amortization plan in FORTY successive semi-annual instalments, the first instalment being due and payable on the SIXTEPATH JULY day of . 19 54 : each of said notes providing that defaulted payments shall bear interest at the highest rate permitted by law;

AND the better to secure the payment of said principal and interest, and any extension or renewal thereof, and the payment of all other sums and the performance of all terms, covenants and conditions required of Mortgagor in accordance with the terms of this mortgage and the notes secured hereby, this mortgage is executed and delivered.

NOW THEREFORE, in consideration of the premises and of One Dollar (\$1.00) said Mortgagor hereby grants and conveys unto said Mortgagee, its successors and assigns, in fee simple, the following property, to wit:

ALL those two certain tracts or parcels of land situate in the Seventh Election District, Allegany County, Maryland, on the waters of the Potomac River, and more particularly bounded and described as follows:

TRACT NO. 1: BEGINNING for the outlines of the same at the original beginning of Lot No. 3571 and running themse with the first line of said lot, South 32 degrees West 67 perches to a stone on the North aide of a road, and running themse with the North side of said Road, South 742 degrees East 32 perches to a walnut tree marked with 6 notches, North 75 degrees East 10-3/4 perches, South 89 degrees East 6 perches, South 70 degrees East 8 perches, South 752 degrees East 6 perches, South 70 degrees East 8 perches, South 754 degrees East 70 perches to a red oak marked with six notches, South 64 degrees East 10 perches, South 502 degrees East 21-3/4 perches to a peg at the end of a line drawn North 21 degrees East 12 perches from the northeast corner of that piece or percel of land which was conveyed to Zipporah E. Neff by Walter J. McKenxie, South 46 degrees East 72 perches, South 522 degrees East 82 perches, South 523 degrees East 82 perches, South 523 degrees East 84 perches, South 54 degrees East 84 perches, South 40 degrees East 4 perches, South 25 degrees East 8 perches, South 13 degrees East 14 perches to a gate post on the East side of said road, thence leaving mid road, South 813 degrees West 8 perches, South 32 degrees West 27 perches to an iron har on the North bank of the Potomac River on the 16th line of a treet of land called "Sugar Bottom", and reversing it and part of the 15th line thereof South 13 degrees East 222 perches, South 85 degrees East 34 perches to the end of the 13th line of Mounts Meglect" and running with the lines thereof, South 44 degrees East 60 perches, South 62 degrees East 71 perches, South 85 degrees East 67 perches, North 58 degrees East 50 perches, North 58 degrees East 57 perches, themse running across the whole tract of land called "Nounts Neglect" and "Sugar Bottom" with Moses Greenwade's 13th line;

-

LEBER 302 PAGE 333

North $70\frac{1}{2}$ degrees West 274 perches to the end of the 17th and last line of "Sugar Bottom", it being also to the third line of Lot No. 3571, and running with said line North 32 degrees East $7\frac{1}{2}$ perches to the end of said line; thence by a straight line to the beginning, containing 223-3/4 acres.

EXCEPTING and reserving therefrom all lands owned by the Baltimore and Ohio Railroad Company, estimated to be 14 acres, more or less, heretofore conveyed to said Railroad Company by Walter J. McKensie and wife by the following instruments, (1) by deed dated July 9, 1900 and recorded among the Land Records of said County in Liber No. 87 folio 364, (2) by deed dated May 17, 1901 and recorded among said Land Records in Liber No. 38 folio 262, (3) by deed dated May 17, 1901 and recorded among said Land Records in Liber No. 89 folio 483, and (4) by deed dated March 30, 1903 and recorded among said Land Records in Liber No. 92 folio 421 to which four deeds reference is hereby made for a full and complete description of said lands owned by said Railroad Company.

ALSO EXCEPTING and reserving therefrom a parcel of 68 acres of land, with right of way thereto, heretofore conveyed by Harry A. Liller and wife to George A. Biggs by deed dated March 26, 1920 and recorded among said Land Records in Liber No. 139 folio 583 to which deed reference is hereby made for a full and complete description of the same.

TRACT NO. 2: A portion of the old Baltimore and Ohio Railroad Company right-of-way South of the present railroad tracks at McKenzie, Maryland, consisting of the

curved strip of land 60 feet wide and 1670 feet long on its center line, having as its eastern boundary a projection eastwardly of the present southerly right-of-way line of the Patterson Creek and Potomac Branch of the Baltimore and Ohio Railroad's said right-of-way line being parallel to and 50 feet distant measured southerly from the center line of the east bound track of said Patterson Creek and Potomac Branch, and having for its western boundary a projection southerly of the second line described in the first parcel of land conveyed by Walter J. McKenzie and Allie B. McKenzie to the Baltimore and Ohio Railroad Company by deed dated March 30, 1903, and recorded in Liber 92, folio 421, one of the Land Records of Allegany County, Maryland, estimated to be 25 acres, more or less.

MAKING a total of 144.25 acres of land, more or less, hereby conveyed.

DEING all and the same land that was acquired by the said Arthur E. Light by deed from Charles E. Heavner and wife, dated August 15, 1942, and recorded among said Land Records in Liber No. 196 folio 124 and subsequently the said Arthur E. Light, divorced, conveyed a one-helf undivided interest in and to said land to the said Daniel William Light by deed dated June 13, 1949 and recorded among said Land Records in Liber No. 225, folio 470.

THIS conveyance is subject to the reservation of the grave yard on said premises, the reservation of lime rock, shale, other minerals, rights of way and easements of record affecting the above described land.

Together with all hereditaments and appurtenances thereto belonging and all improvements thereon and all fixtures and accessories now or hereafter annexed or attached thereto.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of Mortgagee, its successors and assigns forever.

PROVIDED, that if Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by Mortgagor in accordance with the terms of this mortgage and the notes secured hereby, each at the times and in the matner as herein set forth, and shall otherwise perform all of the terms, covenants and conditions of this mortgage and the notes secured hereby, then this mortgage shall be void, otherwise it is to remain in full force and effect.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Mortgagor shall extend to and bind his heirs, devisees, successors and assigns.

MORTGAGOR covenants and agrees, jointly and severally, with the Mortgagee as follows:

First: That he warrants specially the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite;

Second: That he will pay or cause to be paid when due said principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this mortgage and the notes secured hereby, or any renewals or extensions, and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the isws of this and any other state and agrees to pay the debt without any offset whatever;

Third: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed;

Fourth: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises hereby conveyed in good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Moregages and the Moregages shall have the right of injunction or other-

UBER 302 PAGE 334

wise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Mortgagee;

Fifth: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm or tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interests may appear. At the option of the Mortgageor and subject to general regulations of the Mortgagee sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage;

Sixth: That in the event Mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property herein conveyed, or fails to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the highest rate permitted by law;

Seventh: That he will use the proceeds of the loan secured hereby solely for the purposes set forth in his application for said loan:

Eighth: That he hereby assigns to the Mortgagee as additional collateral all royalties or other monies due or to become due from any surface or subsurface right or for any right or privilege other than for agricultural purposes in any way affecting in pertaining to the property hereby conveyed and all monies which may become due in any condemnation proceedings affecting the said premises and all sums received may be applied, at the option of the Mortgagee, to the discharge of any part or all of the indebtedness hereby secured, whether or not the same be due and payable or, at the option of the Mortgagee, such sums may be returned to the Mortgagor and the Mortgagor will not grant any surface or subsurface rights without the written consent of the Mortgagee;

Ninth: That so long as there is no default on the part of Mortgagor in any of the terms, covenants and conditions of this mortgage and the notes secured hereby, the Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed, but should default be made in the payment of the whole debt hereby secured, or any part thereof; as the same shall become due and payable, or in the event of a breach of any of the terms, covenants and conditions of this mortgage or the notes hereby secured, the entire debt secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable;

Tenth: That in the event the Mortgagee, upon default by the Mortgagor, shall take possession of the mortgaged premises as authorized by law, the Mortgagee may operate and manage or lease the same and make any reasonable and proper advances for the operation, maintenance and management of the premises and any sums so advanced shall become part of the debt hereby secured, payable immediately, with interest from the date of payment at the higher contract rate provided for in this mortgage;

Eleventh: That upon such default, in addition to any other remedies provided by law, it shall be lawful for the Mortgagee, its successors or assigns, in sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest, and all other sums payable by the Mortgagor in accordance with the terms of this mortgage and the notes secured hereby, and all costs incurred in making such sale, including a collection or attorney's fee of five (5') percent of the amount due hereunder, and in convey said property to the purchaser, his heirs and assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the County wherein said land, or a part thereof, lies or if there be no such newspaper published in said County, then in some newspaper having circulation in said County and by such other advertisement, if any, as the person making the sale may deem expedient;

That the proceeds arising from such sale shall be applied first to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five (5) percent of the purchase price; second, to the balance of the debt hereby secured, including a collection or attorney's fee of five (5) percent of the amount due hereunder; and third, the residue, if any, shall be paid to the Mortgagor or to whomever may be entitled thereto;

Twelfth: That in the event said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon at the time the Mortgagee makes its election to call the loan, and all the annual crops pitched or cultivated thereon at the time of sale shall pass with the said mortgaged property to the purchaser at any such sale.

Thirteenth: This mortgage is subject to the Federal Farm Loan Act and all acts amendatury thereof or supplementary thereto.

WITNESS the hand and seal of said Mortgagor.

Rosalie a. Crathie arthur & Light (SEAL)

Localie a. Crathie David William Light (SEAL)

Rosalie a. Crathie David William Light (SEAL)

Rosalie a. Crathie David W. Light (SEAL)

Rosalie a. Crathie Charlotto H. Light (SEAL)

ussa 302 mage 335

STATE OF MARYLAND
COUNTY OF ALLEGANY

On this the 15 th

day of Journal

, 19 54 , before

me, ' #

Rosalie A.Crabtree

the undersigned

officer, personally appeared

ARTHUR E. LIGHT, divorced, and DANIEL WILLIAM LIGHT, also

known as DANIEL W. LIGHT AND CHARLOTTE M. LIGHT, his wife.

known to me to be the person(s) whose name(s) the variety are subscribed to the within instrument and acknowledged that

they executed the same for the purposes therein contained; and at the same time appeared ROY L. DAY

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Rosalus a. Ca

Nocasy Public

My commission expires May 3, 1955

Note: Pursuant to Federal Statutes this mortgage is exempt from all taxation.

This Murigage, Made this 15th day of January

in the year Nineteen Hundred and Fifty - four

. hy and between

Relph L. Blauch and Edna W. Blauch, his wife

of Allagany

County, in the State of Maryl and

parties of the first part, and Mrs. Hattie M. Kerns, widow,

of Allegany

County, in the State of Maryland

party of the second part, WITNESSETH:

Unbercae, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of FIFTHEN HUMDRED (\$1500.00) DOLLARS with interest at the rate of Six (6%) per cent per annum computed on the unpaid monthly balances, said indebtedness to be amortized by the payment of at least FIFTY (\$50.00) DOLLARS monthly, the first monthly payment being due and payable one month from the date of these

UBSR 302 PAGE 336

presents an each and every month thereafter until the whole principal together with the interest thereon accruing is paid in full, said monthly payments being first applied to the accrued interest and the balance to the principal, to secure which said indebtedness, principal with interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any time without premium or fee, the entire indebtedness or any part thereof, in an amount not less than one instalment of Fifty Dollars.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do herebygive, grant, bargain and sell, convey, release and confirm unto the said (party of the second part, her

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situate and being in Election District No. 7 in Allegany County, Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at a stake at the end of the second line of a certain deed made by Sadie R. Sharpless, widow, to Thomas B. Ferrebee and Edna E. Ferrebee, his wife, by deed dated November 22, 1943, and recorded among the Land Records of Allegany Co nty in Liber Wo. 198, folio 383, and running thence

North 44 degrees 34 minutes West 292 feet to a stake standing on the southeasterly edge of concrete road leading from Cumberland to Keyser commonly known as the McMullen Highway, and running thence with the southeasterly edge of said road North 40 degrees 30 minutes East 111.4 feet to a stake standing on the southwesterly edge of a 20 foot lane at its intersection with the said McMullen Highway, which lane is commonly known as "Bier's Lane", thence along the southwesterly side of said lane South 44 degrees 20 minutes East 307.7 feet to the end of the third line of the abovementioned Ferrebee deed and thence along the third line of the abovementioned Ferrebee deed reversed South 48 degrees 10 minutes West 110.5 feet to the point of beginning.

Being the same property conveyed unto the parties of the first part by Sadie R. Sharpless, widow, by deed dated February 1, 1944 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 198, folio 402.

Together with the buildings and improvements thereon, and the rights, roads, ways,
 waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the mid parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the scord part, her

executor , administrator or assigns, the aforesaid sum of_

FIFTHEN HUNDRED (\$1500.00) DOLLARS

	oid.
And it is Agreed that until de	efault be made in the premises, the said
PARTIES OF THE	FIRST PART
1	
may l	hold and possess the aforesaid property, upon paying
the meantime, all taxes, assessments and	public liens levied on said property, all which tax
mortgage debt and interest thereon, the sa	uid parties of the first part
hereby covenant to pay when legally den	mandahla
	payment of the mortgage debt aforesaid, or of the
terest thereon, in whole or in part, or in a	any agreement, covenant or condition of this mortga, be hereby secured shall at once become due and payab
and these presents are hereby declared to	be made in trust, and the said.
party of the second	part, her
	s, or Peter J. Carpenti,
and to grant and convey the same to the or assigns; which sale shall be made in r days' notice of the time, place, manner and berland, Maryland, which said sale shall be from such sale to apply first to the paymetaxes ievied, and a commission of eight pe	by mortgaged or so much therof as may be necessary purchaser or purchasers thereof, his, her or their her manner following to-wit: By giving at least twer of terms of sale in some newspaper published in Cure at public auction for cash, and the proceeds arisisent of all expenses incident to such sale, including ser cent. to the party selling or making said sale; second or this mortgage, whether the same shall have been the
and the same of th	r this mortgage, whether the same shall have been th
natured or not; and as to the balance, to	
INVESTOR AT 1100'S WILL WE AM RIGHT OF WHITE HEAD !	pay it over to the sald
parties of the first part.	their heirs or assigns, a
parties of the first part	, their or assigns, a power but no sale, one-half of the above commissi
parties of the first part, n case of advertisement under the above shall be allowed and paid by the mortgage	, their or assigns, a power but no sale, one-half of the above commissions, their representatives, heirs or assign
parties of the first part, n case of advertisement under the above hall be allowed and paid by the mortgage	, their or assigns, a power but no sale, one-half of the above commissions, their representatives, heirs or assign
parties of the first part, n case of advertisement under the above shall be allowed and paid by the mortgage	power but no sale, one-half of the above commissions, their representatives, heirs or assign
parties of the first part in case of advertisement under the above shall be allowed and paid by the mortgage End the said parties	, their power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part
parties of the first part, in case of advertisement under the above shall be allowed and paid by the mortgage. And the said parties of the first part.	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant of this mortgage, to keep insured by some insuran
parties of the first part n case of advertisement under the above thall be allowed and paid by the mortgage Hnd the said parties name forthwith, and pending the existence company or companies acceptable to the r	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant of this mortgage, to keep insured by some insurant mortgages or her
parties of the first part in case of advertisement under the above shall be allowed and paid by the mortgage End the said parties of maure forthwith, and pending the existence company or companies acceptable to the r assigns, the improvements on the hereby r	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant se of this mortgage, to keep insured by some insurant mortgages or her mortgaged land to the amount of at least
parties of the first part in case of advertisement under the above shall be allowed and paid by the mortgage End the said parties of maure forthwith, and pending the existence company or companies acceptable to the r assigns, the improvements on the hereby r	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant se of this mortgage, to keep insured by some insurant mortgages or her mortgaged land to the amount of at least
parties of the first part n case of advertisement under the above thall be allowed and paid by the mortgage End the said parties name forthwith, and pending the existence company or companies acceptable to the r assigns, the improvements on the hereby r FIFTEEN HUNDRED (\$1500.00)	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant of this mortgage, to keep insured by some insurant mortgages or har mortgaged land to the amount of at least
parties of the first part n case of advertisement under the above thall be allowed and paid by the mortgage Hnd the said parties company or companies acceptable to the r ussigns, the improvements on the hereby r FIFTEEN HUNDRED (\$1500.00) and to cause the policy or policies issued	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant of this mortgage, to keep insured by some insurant mortgaged land to the amount of at least Dollar therefor to be so framed or endorsed, as in case of first part.
n case of advertisement under the above thall be allowed and paid by the mortgage and the said parties of	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant se of this mortgage, to keep insured by some insurant mortgages or her mortgaged land to the amount of at least Dollar therefor to be so framed or endorsed, as in case of firm her heirs or assigns, to the external power of the same of t
n case of advertisement under the above thall be allowed and paid by the mortgage and the said parties of	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant of this mortgage, to keep insured by some insurant mortgaged land to the amount of at least Dollar therefor to be so framed or endorsed, as in case of first her heirs or assigns, to the extense of claim hereunder, and to place such poilcy
n case of advertisement under the above thall be allowed and paid by the mortgage. Hind the said parties of parties of the said parties of the sa	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant of this mortgage, to keep insured by some insurant mortgaged and to the amount of at least Dollar therefor to be so framed or endorsed, as in case of first her heirs or assigns, to the extense of the mortgage or her here or assigns, to the extense of the mortgage or here assigns, to the extense of the here or claim hereunder, and to place such policy tragge , or the mortgagee may effect said insurant
n case of advertisement under the above thall be allowed and paid by the mortgage. Hind the said parties of parties of the said parties of the sa	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant of this mortgage, to keep insured by some insuran mortgaged and to the amount of at least Dollar therefor to be so framed or endorsed, as in case of first her heirs or assigns, to the extense of the mortgage or her here or assigns, to the extense of the mortgage or here assigns, to the extense of the mortgage or here as a signs, to the extense of the mortgage or here as a signs, to the extense of the mortgage or may effect said insurance or the mortgage or may effect said insurance or settlement of the source o
n case of advertisement under the above thall be allowed and paid by the mortgage and the said parties of	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant of this mortgage, to keep insured by some insurant mortgagee or her mortgaged land to the amount of at least
n case of advertisement under the above thall be allowed and paid by the mortgage. Hind the said parties of the resistence company or companies acceptable to the resistence in the improvements on the hereby resistence of the policies issued to inure to the benefit of the mortgage.	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant of this mortgage, to keep insured by some insurant mortgagee or her mortgaged land to the amount of at least
n case of advertisement under the above thall be allowed and paid by the mortgage and the said parties of	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant of this mortgage, to keep insured by some insuran mortgagee or her mortgaged land to the amount of at least Dollar therefor to be so framed or endorsed, as in case of first her heirs or assigns, to the extension of the mortgage may effect said insurant terest as part of the mortgage debt.
parties of the first part in case of advertisement under the above shall be allowed and paid by the mortgage and the said parties of the insure forthwith, and pending the existence company or companies acceptable to the massigns, the improvements on the hereby resisting of the mortgages of the	power but no sale, one-half of the above commissions, their representatives, heirs or assigns of the first part further covenant of this mortgage, to keep insured by some insurant mortgagee or har mortgaged land to the amount of at least Dollar therefor to be so framed or endorsed, as in case of first her heirs or assigns, to the extension of the mortgage may effect said insurant terest as part of the mortgage debt id mortgagors
and to cause the policies forthwith in possession of the mortgage.	power but no sale, one-half of the above commissions, their representatives, heirs or assigns of the first part further covenant of this mortgage, to keep insured by some insurant mortgagee or har mortgaged land to the amount of at least Dollar therefor to be so framed or endorsed, as in case of first her heirs or assigns, to the extension of the mortgage may effect said insurant terest as part of the mortgage debt id mortgagors
n case of advertisement under the above thall be allowed and paid by the mortgage and the said parties of	power but no sale, one-half of the above commissions, their representatives, heirs or assign of the first part further covenant of this mortgage, to keep insured by some insuran mortgagee or her mortgaged land to the amount of at least Dollar therefor to be so framed or endorsed, as in case of first her heirs or assigns, to the extension of the mortgage may effect said insurant terest as part of the mortgage debt.
and to cause the policies forthwith in possession of the mortgage.	power but no sale, one-half of the above commissions, their representatives, heirs or assigns of the first part further covenant of the first part further covenant of this mortgage, to keep insured by some insuran mortgagee or har mortgaged land to the amount of at least Dollar therefor to be so framed or endorsed, as in case of first her heirs or assigns, to the extension or claim hereunder, and to place such policy of tgagee, or the mortgagee may effect said insuranterest as part of the mortgage debt. [SEAI Alph L. Blauch
and to cause the policies forthwith in possession of the mortgage.	power but no sale, one-half of the above commissions, their representatives, heirs or assigns of the first part further covenant of the first part further covenant of this mortgage, to keep insured by some insuran mortgagee or har mortgaged land to the amount of at least Dollar therefor to be so framed or endorsed, as in case of first her heirs or assigns, to the extension or claim hereunder, and to place such policy of tgagee, or the mortgagee may effect said insuranterest as part of the mortgage debt. [SEAI Alph L. Blauch

LIBER 302 MEE 338

State of Maruland. Allegany County, to-wit: I hereby certify, That on this in the year nineteen Hundred and Fifty -four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Falph L. Blauch and Edna W. Blauch, his wife and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared. Mrs. Hettie M. Kerns, widow, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. Winters and bona ride as therein set for forth. SUBLIC/3.

acres T. Mage Fronthery Ma

FILED AND RECORDED JANUARY 18" 1954 at 3:55 P.M.

This Morigage, Made this 18th. day of January

Nineteen Hundred and Fifty-four by and between

STANLEY SILLIAN EISEL and RUTH PATTERSON EISEL, his wife, and SILLIAN STANLEY EISEL and NELLIE HAZEL HISEL, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes calledmortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF PROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Prostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Forty-eight Hundred -

(\$4,800.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promisecry note bearing even date herewith and payable in monthly installments of

Forty- - - - - 51/00

Dollars,

(\$40.51) commencing on the 18th. day of February , 195% and on the 18th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 18th. day of Jenuary, 1969 adds. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW. THEREFORE; in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

does hereby give, grant, bargain and seil, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

All that entire lot, piece or parcel of land situate, lying and being in the Town of Frostburg, Allegany County, Maryland, which was conveyed by Jacob V. Wilson and Thelma R. Wilson, his wife, to the said Milliam Stanley Eisel and Mellie Hazel Eisel, his wife, by deed dated January 12, 1951 and recorded in Liber No. 232, folio 517, one of the Land Records of Allegany County, Maryland, and which lot has now bee divided into two parcels which are particularly described as follows, to wit:

FIRST PARCEL: Beginning for the same at a stake standing North 24 degrees East 36 feet from the end of the first line of that part of the tract known as "The Hotel conveyed by Thomas G. Ecculoh, Executor, to Richard C. Harrie, and running thence with the first line and part of the second line of the whole lot, as corrected (Engetic Meridian of year 1952 and horizontal distances used throughout) North28 degrees 30 minutes East 100 feet; thence South 56 degrees 30 minutes East 196 feet; thence leaving the second line of said whole let and cutting across the whole lot, South 33 degrees 30 minutes West 98.75 feet to intersect the fourth line of said whole lot, thence with said fourth line to the end thereof, North 56 degrees 54 minutes West 185 feet, the place of beginning.

SECOND PARCEL: Beginning for the same at a stake etanding at the end of the second line of the whole lot and running thence with the third line and part of the fourth line of said whole lot, as corrected (Magnetic Meridian of year 1952 and horizontal distances used throughout) South 62 degrees 00 minutes West 108 feet to a fence post, thence North 56 degrees 54 minutes West 295.00 feet to a stake, thence running across the whole lot North 33 degrees 30 minutes East 98.75 feet to a stake standing on the second line of the aforementioned deed; thence with part of said second line South 56 degrees 30 minutes East 346.00 feet to the place of heginning containing 0.23 seems are less.

of beginning, containing 0.73 acre, more or less.

BEING the same property which was conveyed to the said Stanley William Eisel and Ruth Patterson Eleal, his wife, by deed from William Stanley Eisel and Hellie Hazel Eisel, his wife, dated September 13, 1952 and recorded in Liber No. 244, folio 328 among said Land Records of Allegany County, Maryland.

TOGETHER with the huildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mort-gagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when jerally demandable.

MR 302 PAGE 340

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigna, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgageé receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgager, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgager, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

Jf the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties baselo.

MUNR 302 PAGE 341

WITNESS the hand and seal of said mortgagor.

ATTEST: as to oll four:

Stanley William Cisc (SEAL)

Falph M. Raco

Stanley William Eisel (SEAL)

Ruth Patterson Eisel (SEAL)

Ruth Patterson Eisel (SEAL)

Alliam of nley Eisel

Nellia Hays Ciscl (SEAL)

Nellia Hays Ciscl (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 18th. day of January in the year Nineteen

Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

STAILEY SILLIAN EIGHL and RUTH PATTERSON EIGH, his wife, and SILLIAN STANLEY EIGHL and NELLIE HAZEL RISEL, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared William B. Yates, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notariai Seal the day

Ralm & Race

Notary Public

FILED AND RECORDED JANUARY 18" 1954 at 11:20 A.M. PURCHASE MONEY.

This Hurtgage, Made this 17 77 day of January. in the year Nineteen Hundred and fifty four by and between Clarence A. Wilt and Elva M. Wilt, his wife,

of Allegany County, in the State of Maryland, part 162 of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH: .

Two Thousand Five Hundred Thirty Four and no/100 (\$2534.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty seven and 2/100 (\$37.02)

Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, ing described property, to-wit:

All that lot, piece or parcel of ground lying and being on the northerly side of Clayton Avenue known and designated as Lot No. 6, Section No. 3, in Pellegrine's Addition to Westernport, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, Folio 109, one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

Beginning for the same on the northerly side of Clayton Avenue at the end of the first line of Lot No. 5, Section No. 3, in said addition, and running then with said avenue South 76 degrees 37 minutes

West 40 feet, then North 13 degrees 23 minutes West 114.5 feet, then

North 76 degrees 37 minutes East 40 feet to the end of the second

line of said Lot No. 5, and then with said second line reversed South

13 degrees 23 minutes East 114.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of A. Dewey Pellegrine et al of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents. "And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that—they—will execute such further assurances as may be requisite.

Cogctber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s. their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hnothe said mortgagors, further eovenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Five Bundred Thirty Four (\$2534,00) Dollars and to cause the policy or policies issued therefor to be so framed or endersed, as in case of fire, to insure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all lies for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the due date all governmental levies that may be made on the content of the property of the mortgagos or note or in may

LEER 302 PAGE 344

other way from the indebtedness secured by this mortgage; (2) to permit, commit or suiter no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgago to keep the buildings on said property in good condition of repair, the mortgage may domand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgago. To comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgaget's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default' in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mitness, the hand and seal of said mortgagors

Attest:

Clarence A. WILT [SEAL]

CLARENCE A. WILT [SEAL]

CLARENCE A. WILT [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this /47# day of January,
in the year nineteen Hundred and Fifty Four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Clerence A. Wilt and Elva M. Wilt, his wifs,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

De Lota

To Des A. Legge acting at

FILED AND RECORDED JANUARY 18" 1954 at 11:20 A.M. PURCHASE MONEY

This Mortgage, Made this 15 TN day of January in	n the
year Nineteen Hundred and fifty - threeby and between	
Paul P. O'Neil and Ruth L. O'Neil, hie wife,	
of Allegany County, in the State of Maryland, part188 of the first part, h inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a corporate, incorporated under the laws of the United States of America, of Aliegany County, M land, party of the second part, hereinafter called mortgagee. WITNESSETH:	who

Two Thousand Eight Hundred Forty-seven 00/100 - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Forty-one 59/100 - - - (\$41, 59) - - - Doliars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestial principal sum. The due execution of this mortgage having been a condition precedent to the

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the easterly side of Dewey Street known and designated as Lot No. 8, Section No. 2 in Pellegrine's Addition to Westernport, Maryland, a plat of which eaid addition is recorded in Liber 1, folio 109 one of the Plat Recorde of Allegany County, Maryland, which eaid lot is more particularly described as follows, to-wit:

BEGINNING for the same on the easterly eide of Dewey Street at the end of the first line of Lot No. 7, Section No. 2 in said addition and running then with eaid street North 7 degrees 53 minutes West 50.44 feet, then North 74 degrees 32 minutes East 150.09 feet to the westerly side of Donna Street, then with said Donna Street South 15 degrees 28 minutes East 50 feet to the end of the second line of said Lot No. 7 and then with said second line reversed South 74 degrees 32 minutes West 156.75 feet to the place of beginning.

of the first part by deed of A. Dewey Pellegrine and Elene Pellegrine, hie wife, of even data, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collarance of this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the interest to be performed, then this mortgage shall be void.

And it is Harced that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But In case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Fight Hundred Forty-seven 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional accurity for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing, the payment of all llens for public improvements within ninety days after the same shall become die and payable and to pay and discharge within ninety days after due date all governmental ferjes, that may be made on the mortgage or note or in any

LIBER 302 BAGE 347

other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor? to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagoe's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Hitness, the handsand seals of said mortgagors.

Attest:

Paul F. o'Neil

Ruth L. O'Neil

Ruth L. O'Neil (SEAL)

State of Maruland. Allegany County, to-mit:

I hereby certify, That on this. 15TH day of JANUARY in the year nineteen Hundred and Fifty-three , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul P. O'Neil and Ruth L. O'Neil, his wife, .

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

my hand and Notarial Seal the day and year aforesaid.

Beard I Han Notary Public.

To he st Legge acty aty

UBER 302 MME 348

FILED AND ALCOHOLD JANUARY 18" 1954 at 11:20 A.M.

Chis	Mortgage,	Made this /57% day or	JAHUARY
------	-----------	-----------------------	---------

in the

year Nineteen Hundred and fifty-four by and between

Harry W. Lesse and Rachel E. Lesse, nie wife,



of Allegany County, in the State of Maryland, partles of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:



Fifteen Hundred 00/100 - - (\$1500.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-four 86/100 - - (\$2h, 86) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots lying and being situated in District No.

7 in Allerany County, Maryland, and known and designated as Lots
Nos. 465, 466 and 467 of Section A, Triple Lakes Town Site, plat of
which is filed among the Land Records of Allegany County, Maryland,
in Plat Box 107.

This being a part of the same land which was conveyed by Thomas Lohr Richards, Assignee of Mortgage unto Harry J. Barton and Eva Mae Barton, his wife, by deed dated July 6, 1936, and recorded among the Land Records of Allegany County, Maryland.

Being the same property which was conveyed unto Rachel E. Lease by deed of Harry J. Barton et al, dated July 7, 1936, recorded in Liber 175, folio 644, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collisteral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytims for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall beat public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys dwing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assign, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the-mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged laud to the amount of at least. F1ftaan Hundrad 00/100 = - (\$1500.00) = - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the iudebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all lawdening the payment of all liens for public improvements within uinety days after the ame shall become due and payable and to pay and discharge within ninety days after the ame shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor of see keep the buildings on said property, or any part thereof, and upon the failure of the mortgagor of security, or the impediate repairment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgagor, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of like whortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of like whortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors by voluntary or involuntary grant or assignment, or in any other manner, without and personal representatives and assigns, without the mortgagoe's written consent, then the whole of asid mortgago debt intended hereby to be secured shall become due and demandable after thirty days or after default in the payment of any mouthly installments, as herein provided

UBER 302 MIE 350

Witness, the handsand sealsof said mortgagors.

Attest:

State of Maryland,	
Allegany County, to-wit:	
I hereby certify. That on this ISTH day of January	5
in the year nineteen Hundred and Fifty-four , before me, the subscriber,	
a Notary Public of the State of Maryland, in and for said County, personally appeared Harry W. Lesse and Rachel E. Lesse, his wife,	
	741
the said mortgagors herein and Luny acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.	
- 11 c	
NINESS my hand and Notarial Seal the day and year aforesaid.	
20 3/3	
Motary Public.	
the A. Least Grown 2 5	
The St. Legge acty aty	
FILED AND RECORDED JANUARY 19# 1954 at 13:20 A W	
PURCHASE MONEY PURCHASE MONEY PURCHASE MONEY	
FILED AND RECORDED JANUARY 19" 1954 at 11:30 A.M. PURCHASE MONEY This Murinum, Made this 1870 day of January	
PILED AND RECORDED JANUARY 19" 1954 at 11:30 A.M. PURCHASE MONEY This Martigure, Made this 1878 day of 1984 at 11:30 A.M. year Nineteen Hundred and fifty - four: by and between	
FILED AND RECORDED JANUARY 19" 1954 at 11:30 A.M. PURCHASE MONEY This Murinum, Made this 1870 day of January	
This Marigage, Made this 1878 day of Javoury in the	

Two Thousand Seven Hundred 00/100 - - (\$2700.00) -- - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-seven 00/100 - - (\$27,00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestial principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of Offutt Street known and designated as Lots 15 shd 16 in the Humbird Land and Improvement Companys Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 8 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described a whole as follows, to-wit:

EEGINNING for the same on the southerly side of Offutt Street at the end of the first line of Lot No. 14 in said addition and running then with said street South 53-1/2 degrees East 50 feet to the westerly side of an alley, then with said alley South 36-1/2 degrees West 125 feet to the northerly side of another alley, then with said lest named alley North 53-1/2 degrees West 50 feet to the end of the second line of said Lot No. 14 and then with said second line reversed North 36-1/2 degrees East 125 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Herry I. Stegmaier, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County. Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the fuil payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Heaith and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagore covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be regulsite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belouging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the irr part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the aame shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and pald by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and peuding the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Seven Hundred 00/100 - - (\$2700.00) - - - Dollars and to cause the policy or policles issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policles forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgages erecipts evidencing the payment of all liens for public improvements within ulnety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said providers and assigns, without the mortgage's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (6) that the whole of sai

Wifrtens, the handland scaled said mortgagers.

URAN 302 HAR 353

Bend to.	James Joseph Whalley [SEAL]
Con Van	Mary C. Whalley [SEAL]
State of Maryland.	TOTAL T
Allegany County, to-wit:	
I hereby certify, That on this.	18TH day of JANVARY
in the year nineteen Hundred and Fifty - Louis a Notary Public of the State of Maryland, in a	
James Joseph Whalley and M	
the said mortgagors herein and they acknow	wiedged the aforegoing mortgage to be their act
and deed; and at the same time before me also p	ersonally appeared George W. Legge, Attorney and
in said mortgage is true and bona fide as therei	n set forth, and did further make outh in due form
STEVEN TO THE REAL PROPERTY OF	this affidavit as agent for the said mortgagee.
WINES my hand and Notarial Seal the	day and year aforesaid.
(4A).	Do Allas
	Notary Public.
	The st Land
	Bersh Lage a Film
FILED AND RECORDED JANUAR	
PURCHASE MONEY	Y 19" 1954 at 11:30 A.M.
This Morigage, Made this 1877	Y 19" 1954 at 11:30 A.M.
This Murinage, Made this /877 year Nineteen Hundred and fifty - Lour	M day of 1954 at 11:30 A.M. M day of 1964 at 11:30 A.M. In the
This Morigage, Made this 1877	M day of 1954 at 11:30 A.M. M day of 1964 at 11:30 A.M. In the
PURCHASE MONEY This Marinage, Made this 1877 year Nineteen Hundred and fifty - Lour V. Edward Neus and Hazal C	My day of Awaray in the by and between. I haus, his wife,
This Marinage, Made this /377 year Nineteen Hundred and fifty - Lour V. Edward Neus and Hazal (My day of Jawo way in the by and between. I. Naus, his wife,

LIBER 302 PAGE 354

Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of Saven Thousend Fight Hundred Seventy-five (\$7875.00) - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of be per cent. per annum, in the manner following:

By the payment of Forty-nine 85/100 - - (\$49,85) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

All that lot or parcel of ground situated on Johnson Heights, in Cumberland, Allegany County, Meryland, known as Lot No. 3 of Plock No. 29 as shown on the revised plat of Johnson Heights Addition dated April 1, 1936 and recorded in Liber No. 1, folio 43, one of the Plat Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a point slong the Southeast side of Glanmore Street distant 70 feet measured in a Mortheast direction Along the Southeast side of Glenmore Street from the intersaction with the Northeast side of Arundel Street, said point is also the end of the first line of parcel of ground conveyed by Cecil R. Sampson and Florence W. Sampson, his wife, to Howard B. McClung and Oms V. McClurg, his wife, by deed dated August 6, 1940, and recorded in Liber No. 187, folio 537, one of the Land Records of Allegany County, and running then along and with the Southeast side of Glenmore Street North 33 degrees 51 minutes East 35 feet, then at right angles to Glarmore Street and parallel with Arundal Street, South 56 degrees 9 minutes East 130 feet to the Northwest side of a 15 foot all with it South 33 degrees 51 minutes West 35 feet, to a point, it being the end of the second line of the aforementioned Howard B. McClung deed, then reversing said second line North 56 degrees 9 minutes West 130 feet to the beginning. All courses refer to the True Meridian.

Including the rights conveyed by the Mutual Deed of Easement, made August 15, 1940, between Cecil R. Sampson and Florence W. Sampson, his wife, and Howard B. McClung and One V. McClung, his wife, recorded among the Land Records of Allegany County, Maryland in Liber No. 187, folio 437

BEING the same property which was conveyed unto the parties of the first part by deed of Raymond E. Deremer and Anna J. Deremer, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness. ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

End it is Egreco that until default be made in the premises, the said mortgager s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgager s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Habthe said mortgagers, further covenant to insure forthwith, and pending the exist of the mortgage, to keep insured by some insurance company or companies acceptable to the n gages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of the successors or assigns, the improvements on the hereby mortgaged land to the amount of the successors or assigns, the improvements on the hereby mortgaged land to the amount of the successors or assigns, the improvements on the hereby mortgaged land to the amount of the successors of the suc of at least Sayan Thousand Eight Hundred Sayanty-five (\$7875.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

(1) to

UBER 302 MAE 356

other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor a to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Withtess, the handmand sealsof said mortgagors.

Attest:	0-2/0-7	
B 14	Edward Neus	[SEAL]
Jeses & Jain	Hazel C. Neus	[SEAL]
State of Maruland		

Allegany County, to-wit:

I hereby certify, That on this. in the year nineteen Hundred and Fifty -four a Notary Public of the State of Maryland, in and for said County, personally appeared , before me, the subscriber.

W. Edward Neus and Hazel C. Neus, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of the that he had the proper authority to make this affidavit as agent for the said mortgagee.

hand and Notariai Seal the day and year aforesaid.

Afferse & January Public

Metge Hestergoed Mrs.

FILSD AND SECURDED JANUARY 19" 1954 at 10:30 A.M. Purchase Money This Mortgage, Made this twelfth day of Jenuary-----Kenneth E. Wilcox and Mary T. Wilcox, busband and wife----of Luke, Allegany -------County, in the State of Maryland ----part les of the first part, and The Citizens National Bank of Westernport. Maryland, a corporation, organized under the National Banking laws of The United States of America ----of Westernport, Allegany ----- County, in the State of Maryland ----party ---- of the second part, WITNESSETH: Unbercas,

The said parties of the first part are indebted unto
the said party of the second part in the full and just sum of four
thousand dollars (\$ 4000.00) for money lent, being the purchase price
of certain property purchased by the parties of the first part and herea
mortgaged, which loan is evidenced by the promissory note of the said
perties of the first part, of even date herewith, payable on demand with
of Westernoott Nervind. of Westernport, Maryland. And Whereas, it is agreed that the said mortgagors shall pay in reduction of said note, until demend is made for the full amount due, the sum of the said month, including accrued interest, and that the entire remaining principal of said note, if not sooner paid, shall be due and payable ten years from the date of said original note. How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part ----do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, 1ts successors-----stand and assigns, the following property, to-wit: All that certain parcel of land in the town of Luke, Allegany County, Waryland, being parts of lots numbers twenty-five and twenty-six (25 & 26) as paid off on the plat thereof, and being the same property which was conveyed unto the said parties of the first part herein b, deed from James D. Worgan and wife, dated June 29, 1955 and of record among the land records of Allegany. County, Taryland in Liber 251 Page 156. To which deed so recorded a reference is hereby made for a more definite and particular description

of the property hereby mortgaged ..

LIBER 302 PAGE 358

Courtiet with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
provided, that if the said parties of the first part, their
100
party of the second part, its successors
The state of Four thousand dollars
evidenced by said note or any renewal of the same or part thereof
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on theirpart to be
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said parties of
the first part, their heirs and assigns
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said party of the
second part, its successors
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for each, and the proceeds arising from such saie to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first
part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns.
And the said perties of the first parts
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
2, 67,
company or companies acceptable to the mortgagee or 1ta successors or assigns, the improvements on the hereby mortgaged land to the amount of at least
Pour thousand accompany to the first state of the policy o
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgages it a successors.
of 11.8 OF procession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
Hilttess, the hand and seal of said mortgagors .

102 ME359

Charles Laughlin	Kenneth E. Vilcox [SEAL]
0.0	**************************************
	x Mary I Wilcox [SEAL]
State of Maryland,	2019 841
Allegany County, to-wit:	
I hereby certify. That on this	twelfth day of Jenuary
in the year nineteen Hundred and Fifty. four:	
a Notary Public of the State of Maryland, in ar	nd for said County, personally appeared
Kenneth E. Wilcox and Mary T. Wilcox	x, his wife
and ench acknowledged the aforegoing	mortgage to be their voluntary
act and deed; and at the same time before me ale	so personally appeared Horace P. Whitworth
President of The Citizens National	Bank of Westernport, Maryland.
the within named mortgagee, and made oath in	due form of law, that the consideration in said
mortgage is true and bona fide as therein set for of the said bank duly suthorized to	forth, and that he is the president.
WITNESS my hand and Notarial Seal the	day and year aforesaid.
	0 1 2 2 2 3 3
	Rehard (white outher Public)
	Comment and Valle conserve of
	Feb. 16 5 m
FILED AND RECURSED JANU	MANY 19" 1954 at 3:35 P.M.
This Morigage, Made this	/IM day of January
in the year Nineteen Hundred and Fifty_For	by and between
CLAYTON S. EATON and ANNA	L. EATON, his wife,
of Allegany	County, in the State of Maryland
the state of the fluid work and	The state of the s

UBSR 302 MAE 360

ENDOWMENT	FUND,			
of	Allegany	с	ounty, in the State of	Maryland
part y	of the second part, W			
and no/100 first part interest a part to th Twenty-fiv to interes payments t	(\$800.00) Do by the party it 6% per annu- e party of the e (\$25.00) per t and the bal- o be due and	llars, this of the seco m, is to be e second par r month; sa ance to prin	day loaned the pand part, which prepaid by the part, in payments of id payments to heripal. The first month from the control of the control o	ndebted unto the of Eight Hundred parties of the principal sum with arties of the first of not less than be applied first at of said monthly late hereof and to interest is paid
		E .	,	5 TV 9 160
		فني		
				100
				4
paid, and in ord	Derefore, in consi ler to secure the pro-	deration of the pompt payment of	remises, and of the sun the said indebtedness	at the maturity there-
			parties of	
•				
do giv	ve, grant, bargain a	nd sell, convey,	release and confirm unt	o the soid
		- ME		o the said
	the second par		essors	
	s, the following pro		1	
as Lots Nos. uated near t Allegany Cou	the McMullen B	n Block 18, oulevard, We which said	els of ground lo in Potomac Park est of the City of lots are more	Addition, sit-
tion of the Prospect Dri in Plat Case Bank Avenue.	Northerly side ve, as shown Box 137; and South 51 degrees	55 minutes E e of Bank Av on the revis running the rees 55 minu	side of Bank Average 100 feet from the East 100 feet from the East 100 feet from the North 51 december 100 feet	om the intersec- asterly side of Addition, filed of therly side of
minutes West to the beginn	50 feet; then ing.	ce South 38	degrees 5 minute	es West 110 feet
of the first	part by Ralph	L. Rosier a	th was conveyed and Wanda E. Rossecorded among the No. 232, folio	ier, his wife.
Together	with the building	s and improvement	ents thereon, and the	rights, roads, ways,
waters, privileges	and appurtenances	thereunto belong	ring or in anywise appo	ertaining.
Provided	, that if the said	parties	of the first par	rt
their	heirs, exec	cutors, administra	ators or assigns, do and	shall pay to the said
party of the	second part,	1ts successo)Ps	
secretario, subato	introduc or assigns,	, the aforesald su	m of	
	Eight Hu	ndred (\$800.	00) Dollars	
E.Z. Line				

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

MMR 302 PAGE 361

performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said_ parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. party of the second part, its successors Musica accompany administrators and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. heirs or assigns, and parties of the first part, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Hno the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or ... assigns, the improvements on the hereby mortgaged land to the amount of at least ----- Eight Hundred (\$800.00)----and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee . 11s successors mess or assigns, to the extent 1ts or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt... Hittiess, the hand and seal of said mortgagor S. State of Maryland, Allegany County, to-mit: OF LIBERTSON OF THE PERSON I hereby certify, That on this 11-06 day of January in the year nineteen Hundred and Fifty ... Four ____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared CLAYTON S. KATON and ANNA L. EATON, his wife, cknowledged the aforegoing mortgage to be their respective;

USER 302 PASE 362

act and deed; and at the same time before me also personally appeared.

John H. Mosner, Cashier of

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chis Shay Public Rotary Public

Compared and Mailed Evicer & To Show Planecasen attiglity Jeh 16 19 54

FILED AND RECORDED VANUARY 19" 1954 at 3:40 P.M.

This Mortgage, Made this 19th

day of January

in the year nineteen hundred and fifty-four by and between

PAUL E. GREISE and VELMA R. GREISE, his wife,

of Allegany County and the State of Maryland, parties

of the first part and the

Western Maryland Building and Loan Association, Incorporated a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said part ies of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

One hundred twenty - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said part ies of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1989 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convay unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

All those lots, pieces or parcels of ground lying and being in Election District No. 23 in Allegany County, Maryland, and more particularly described as follows, to wit:

MIN 302 ME 363

FIRST PARCEL: All that lot, piece or parcel of ground, together with the water rights and easements in connection therewith, lying and being in Allegany County, Maryland, which was conveyed by Charles E. Jenkins et ux, et al to Paul E. Greise et ux by deed dated April 14, 1943, and recorded in Deeds Liber 195, folio 655 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property and water rights and easements.

SECOND PARCEL: All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, which was conveyed by Henry F. Graebenstein to Paul E. Greise et ux by deed dated April 19, 1950, and recorded in Deeds Liber 229, folio 450 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said part ies of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of

Twelve Thousand - - - (\$12,000,00) - Dollars with six

per cent interest thereon, payable in 120 monthly payments of not less than \$133.32 each,
on or before the 19th day of each month hereafter until the whole of the said principal debt and
interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 19th
day of February. 1954 at the office of the said Western Maryland Building and Loan
Association, Incorporated. The final payment, if not sooner paid, to be due on the 19th day of January,
19 64.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgages may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twalve Thousand - - - - - - (\$12,000,00) - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgages, its successors or assigns, to the extent of its claim harvander, and to place such policy or policies forthwith in possession of the mortgages or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attornsy, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberiand, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgages, its successors or assigns herounder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the part is of the first part as their interest may appear.

WITNESS the hands and seals of the mid part ion of the first part hereto, the day and year hereinbefore written.

um 302 mc 364

Catty an Danie	FAUL E. GREISE VELMAR, GREISE (8)	EAL)
State of Maryland, Allegang County, to wit:		
before me, also personally appeared an agent of the within named mortgages, and ma mentioned in the aforegoing mortgage is true and Clement C. May	State of Maryland, in and for Allegany County, na R. Greise, his wife, nortgage to be their act; and at the same liement C. May	time. ution
In witness whereof, I have hereunto set a	ny hand and affixed my Notarial Seal this	
and the same of th	19 54.	
STATE ALL	Gatty and Danie	
NOTA 2	Notary Publi	e
£ 0	- *	
OLIC &		
18/ 11/3		
PURCHASE MONEY This Martinage, Made this 177 year Nineteen Hundred and fifty	day of January in the	
PLED AND RECORDED JANUARY 2. PURCHASE MONEY This Marinage, Made this 1974 year Nineteen Hundred and fifty—	day of January in the	pro maga
PURCHASE MONEY This Murinage, Made this 1974 year Nineteen Hundred and fifty— Howard L. Sutherland	day of Jaw Jawy in the by and between ' and Alwilda Sutherland,	
PILED AND RECORDED JANUARY 22 PURCHASE MONEY This Murinage, Made this 1974 year Nineteen Hundred and fifty— Howard L. Sutherland a his vice.	by and betweenin thein	
PURCHASE MONEY This Murinant, Made this / 7/2 year Nineteen Hundred and fifty— Howard L. Sutherland a his wife. of Allegany County, in the St. inafter called mortgagors, and First Federal Savi corporate, incorporated under the laws of the Uni	in the by and between	County
PURCHASE MONEY THED AND RECORDED JANUARY 2: PURCHASE MONEY THIS HUTTURITY, Made this 1774 year Nineteen Hundred and fifty— Howard L. Sutherland a his wife, of Allegany County, in the St. inafter called mortgagors, and First Federal Sav. corporate, incorporated under the laws of the Unit land, party of the second part, hereinafter called	in the by and between	Street
PURCHASE MONEY This Murinant, Made this / 7/2 year Nineteen Hundred and fifty— Howard L. Sutherland a his wife. of Allegany County, in the St. inafter called mortgagors, and First Federal Savi corporate, incorporated under the laws of the Uni	in the by and between	Strang
PURCHASE MONEY This Alittibile, Made this 177 year Nineteen Hundred and fifty— Howard L. Sutherland a his vife. of Allegany County, in the St. inafter called mortgagors, and First Federal Savi corporate, incorporated under the laws of the Uni land, party of the second part, hereinafter called WITNESSETH:	in the by and between	Story
PURCHASE MONEY THE AND RECORDED JANUARY 2) PURCHASE MONEY THIS ARITHMEP, Made this 1774 year Nineteen Hundred and fifty— Howard L. Sutherland a his wife, of Allegany County, in the St. inafter called mortgagors, and First Federal Savi corporate, incorporated under the laws of the Uni land, party of the second part, hereinafter called WITNESSETH: Underess, the said mortgagoe has this	in the by and between in the by and between in the by and between in the land. ate of Maryland, partiallof the first part, hereings and Loan Association of Cumberland, a body ited States of America, of Allegany County, Marymortgagee.	
PURCHASE MONEY This Mairingure, Made this / 7/2 year Nineteen Hundred and fifty— Howard L. Sutherland a his vife. of Allegany County, in the St. inafter called mortgagors, and First Federal Savi corporate, incorporated under the laws of the Uni land, party of the second part, hereinafter called WITNESSETH: Undereas, the said mortgages has this Five Thomsand 00/100	in the by and between and Alwilda Sutherland. ate of Maryland, partiagof the first part, hereings and Loan Association of Cumberland, a body ited States of America, of Allegany County, Marymortgagee. day loaned to the said mortgagors, the sum of (\$5000.00) Dollars,	Strage
PURCHASE MONEY THED AND RECORDED JANUARY 2: PURCHASE MONEY THIS HUTTURITY, Made this 174 year Nineteen Hundred and fifty—New York Howard L. Sutherland a his wife, of Allegany County, in the St. inafter called mortgagors, and First Federal Sav. corporate, incorporated under the laws of the Unilland, party of the second part, hereinafter called WITNESSETH: UNDETERS, the said mortgagoe has this Five Thomsand 00/100 ———— which said sum the mortgagors agree to rep	in the by and between and Alvilda Sutherland. ate of Maryland, partiallof the first part, hereings and Loan Association of Cumberland, a body ited States of America, of Allegany County, Marymortgagee. day loaned to the said mortgagors, the sum of (\$5000.00)Dollars, pay in installments with interest thereon from	Street
PURCHASE MONEY This Mairingare, Made this / 7/2 year Nineteen Hundred and fifty— here Howard L. Sutherland a his vife. of Allegany County, in the St. inafter called mortgagors, and First Federal Savi corporate, incorporated under the laws of the Uni land, party of the second part, hereinafter called WITNESSETH: Underess, the said mortgages has this Five Thomsand 00/100 which said sum the mortgagors agree to rep the date hereof, at the rate of 6 per cent. per a	in the by and between and Alvilda Sutherland. ate of Maryland, partiagof the first part, hereings and Loan Association of Cumberland, a body ited States of America, of Allegany County, Marymortgagee. day loaned to the said mortgagors, the sum of (\$5000.00) Dollars, pay in installments with interest thereon from annum, in the manner following:	Annua.
PURCHASE MONEY This Additional Made this 174 year Nineteen Hundred and fifty— Howard L. Sutherland a his vife. of Allegany County, in the St. inafter called mortgagors, and First Federal Savi corporate, incorporated under the laws of the Uni land, party of the second part, hereinafter called WITNESSETH: Underess, the said mortgages has this Five Thomsand 00/100 ———— which said sum the mortgagors agree to rep the date hereof, at the rate of 6—per cent. per a	in the by and between ate of Maryland, partiagof the first part, hereings and Loan Association of Cumberland, a body ited States of America, of Allegany County, Marymortgages. day loaned to the said mortgagors, the sum of (\$5000.00) Dollars, pay in installments with interest thereon from annum, in the manner following:	

LIBER 302 PAGE 365 and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornade insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, give, grant the prompt payment of the said indebtedness at the maturity thereof, give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or sasigns, in fee simple, all the following described property, to-wit: All that lot, piece or parcel of ground lying and being on the easterly side of Elene Street known and designated as Lot No. 2, Section No. 1 in Pellegrine's Addition to Westernport, Maryland, a plat of which said addition is recorded in Liber 1, folio 109 one of the Plat Records of Allegany County, Maryland, which said lot is more marticularly described as follows, to-wit: REGINNING for the same on the easterly side of Flene Street at the end of the first line of Lot No. 1, Section No. 1 in said addition and running then with said street North 47 degrees 42 minutes West 31.22 feet, then North 65 degrees 10 minutes East 42.05 faet, then North 7 dagrees 34 minutes West 85.45 feet, then North 82 degrees 18 minutes East 140.57 feet, then South 20 degrees 48 minutes Fast 69.08 feet to the end of the second line of said Lot No. 1 and then with said second line reversed South 65 degrees 10 minutes West 184.54 feet to the place of beginning. BEING the same property which was conveyed unto the parties of the first part by deed of A. Dewey Pellegrine and Elene Pellegrine, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording or these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, gagee that the above described property is improved as herein stated and that a petitle is conveyed herein free of all liens and encumbrances, except for this mortgage covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining,

To have and to bold the above described land and premises unto the sald mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, that heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1rpart to be performed, then this mortgage shall be void.

And it is Barced that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become duc and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, helrs or assigns.

Hnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand 00/100 - - - (\$5000.00) - - - - - Dollars and to cause the policy or policles issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policles forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits-accrulng or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their helrs, and personal representatives, do mortgage on or before fully imposed taxes for the creeding calendar year; to deliver to the mortgage region to the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way, from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days all constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver as hereinafter provided; (3) and the holder of this mortgage within ninety days or after default in the payment of any morthly installment

Attest:

Attest:

Staward L. Butherland

Seal

Howard L. Butherland

(SEAL)

Prate of Marylano,

Allegany County, to-mit:

Thereby certify, That on this 1970 day of January

Notary Public of the S

302 mg 367

Sutherland and Alwilda Sutherland, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in due form of in the form of the control of the co in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

General La Notary Public.

Migel Fraching Mid. Jab 24 54

FILED AND ...CO. Led JANUALY 22" 1954 at 8:30 A.F.

THIS MORTGAGE, Made this 21st. day of January	, 19_5/4, by and between
b. data and Eisle V. GEIS, his wife.	
of Frostburg, Allegany County , in the State of Maryland, Mortgas SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.	
WHEREAS, the said Mortgagors are justly indebted unto the Mortgagee in the full at Twenty-four nundred	
which is to be repaid in connection date connection date connection date connection date connection date	bolive busine rous model in front
NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the Mortgagor a do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee	sum of One Dollar, the said
and premises located in Frostourg, Allegany County, Maryland	
110 Wood Street and 117 Center Street, Frostburg, Md. (being adjoin	ning lots)
and more fully described in a Deed from Pachel Knieriem, Trustee,	ebruary 11, 19/7
recorded among Land Records of Aliceany County Maryland Liber (13	12-11- /.7/
TOGETHER with the buildings and improvements thereupon, and the rights, alleys, woys, wate and advantages thereto belonging or in anywise appertaining.	ers, privileges, appurtenances
TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurated THE FIDELITY SAVINGS BANK OF FROSTRURG, ALLEGIANY COUNTY, MARYLAND, or cause to be paid to the said Mortgager 5. their, hers, executors, administrators or as a said when the same shall become due and payable and, in the meantime, do and shall perform their part to be performed, then this mortgage shall be void.	its successors and assigns, signs, do and shall pay her with the interest thereon a all the covenants herein on
AND, it is agreed that until default be made in the premises the said Mortgagor 5 may retain reperty upon paying in the meantime all taxes and assessments levied on said property, all of which terest thereon said Mortgagor 5 hereby covenants to pay when legally demandable.	possession of the mortgaged h taxes, mortgage debt and

interest thereon said Mortgager s nereby covenant to keep the improvements on the said mortgaged property fully insured against loss by firs and other hazards as the said Mortgagee ma) from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But h case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgages, its successors or assigns, or Albert A. Doub, its, his or their duly necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to pay it over to the Mortgagor 8, their representatives, heirs or assigns.

LESS 302 ME 36 John L. Role Firto V. Gois A PARTY OF JAN 8 2 1914 STATE OF MARYLAND ALLEGANY COUNTY In-wit. I HEREBY CERTIFY, That on this 1st. day of Jonuary, 1964 the subscriber, a Notary Public of the State and County aforesaid, personally appeared. in Matricago of Samed in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. At the wond now, after appeared William B. VATES. Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG. And EXAMPLED to the world now that the consideration set forth in said mortgage is true.

As ALTERS my band and Notarial Seal. UB1.15 Notary Public AND RECORDED JANUARY 22" 1954 at 9:50 A.M. This Morigage, Made this 15th in the year Nineteen Hundred and Fifty_-1our Virgii J. bowers and Nellie V. Bowers, his wife, ., by and between Allegany County, in the State of Maryland of parties of the first part, and C. Glenn watson, widower, of Allegany County, in the State of Maryland of Of the second part, WITNESSETH:

Withborcae, the Parties of the First Part are justly and bona fidely indebted unto the Party of the Second Part in the full and just sum of One Thousand Three Hundred (\$1,300.00) Dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum and which said principal sum and interest shall be repaid in equal monthly installments of Twenty-Tive (\$25.00) Dollars each, out of which said payments first shall be computed and deducted the interest upon the principal sum or any unpaid balance thereof, and the balance of said payment to be applied to the reduction of said principal sum; the first of which payments shall be made one month from the date hereof and monthly thereafter on the same day of each succeeding month until the said principal sum and interest shall have been fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal and interest at any time prior to its date of maturity.

Now Eberefore in consideration of the premises, and of the sum of one dollar in hand of the second part, WITNESSETH: How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-give, grant, bargain and sell, convey, release and confirm unto the said C. Glenn watson, widower, his heirs and assigns, the following property, to-wit:
Abl that piece, parcel, or plot of ground situate, lying, and being in election District No. 5 and being more particularly described as follows, to-wit: bor No. 409: Beginning for the said parcel of ground at a point distant 40 feet in a Southerly direction from the intersection of the Westerly side of Rosewood Street with the Southerly side of Coulenan Street; and running thence with the Westerly side of Rosewood Street in a Southerly direction 40 feet to the end of the first line of Lot No. 408; and thence with the second line of said Lot No. 408 in a Westerly direction and at right angles to Rosewood Street, 150 feet to the Easterly side of Finan Street; thence with the Easterly side of Finan Street; thence with the Easterly side of Finan Street in a Northerly direction 40 feet to Lot-No. 410 and with the Southerly line of Said lot in an Easterly

direction 150 feet to Rosewood Street, or the place of beginning.

The Aforegoing Property is the same property conveyed by deed of even date herewith by and between Roy C. Lee, executor of the estate of Clayton C. Lee, deceased, and Virgil J. Bowers and Nellie V. Bowers, his wife, Parties of the First Part herein, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Virgil J. Bowers and wellie V. Bowers,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
C. Gienn Watson, widower, his

executors, administrator sor assigns, the aforesaid sum of

One Thousand *hree nundred (\$1,300.00) pollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on t neir part to be performed, then this mortgage shall be void.

Performed, then this mortgage shall be void.

And it is Eigreed that until default be made in the premises, the said.

Virgil J. Bowers and Nellie V. Bowers, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Virgit J. Bowers and Nellie V. Bowers, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

C. Glenn Watson, widower, nis

heirs, executors, administrators and assigns, or <u>Earl E. Manges</u>
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary,
and to grant and convey the same to the purchasers or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days notice of the time, place, manner and terms of sale in some newspaper published in farmer's
arrang and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

watured or not; and as to the balance, to pay it over to the said.

Virgil J. Bowers and Nellie V. Bowers, his wife, their or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Virgil J. Bowers and Nellie V. Bowers, his wife,

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or h1s

assigns, the improvements on the hereby mortgaged land to the amount of at least

LIBER 302 PAIE 370

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , 1118 heirs or assigns, to the extent of 1.1 zxzxzxzxzxzxzxzxzxzxzxzx in the or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt... Mitness, the hand and scal of said mortgagors: East Tranges Vigil Johnson ISEALI
Carl Tranges Pelle & Bower ISEALI State of Maryland. Allegany County, to-unt: I hereby certify, Test on this 15 4 day of January in the year nineteen Hundred and Fifty -Tour ..., before me, the subscriber, a Nutary Public of the State of Maryland, in and for said County, personally appeared Virgit J. Bowgrs and weilie V. Bowers, his wife, acknowledged the aforegoing cortgage to be als and new respective act and deed; and at the same time before me also personally appeared C. Glennwatson, widower, the within named mortgagee, and made oath in due form of law, that the consideration in said migragage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid. Earl Efrank Mayles Notar Public.

Earl & Mange acty City Seb 16 5

Wibercas, the Parties of the First Part are justly and bona fidely indebted unto the Parties of the becond Part in the full and just sum of One Thousand Five Hundred Fifty and 00/100 boliars (\$1,550.00) and which said sum shall bear interest at the rate of six per cent (6%) per annum, and which said principal sum and interest shall be repaid in equal monthly installments of Twenty-rive (\$25.00) boliars per month, the first of which said monthly installments shall become due and payable on the 15th day of February, 1954, and monthly thereafter upon the same day of each succeeding month until fully paid; with the right reserved unto the said Parties of the First Part to prepay any or all of said principal and interest at any time prior to its maturity.

Row Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

Charles E. Bonner and Theresa Bonner, his wife,

heirs and assigns, the following property, to-wit:

ALL that piece, parcel, or plot or ground situate, lying, and being in Election District No. 5 and being more particularly described as follows:

BEGINNING for said lot at a point at the end of the first line of Lot No. 1 6, Section A, of Bowman's Cumberland Valley Addition to Cumberland; and running thence South 43 degrees East (courses as of the original plat, South 43 degrees 8 minutes East) 200 feet to the Westerly side of a 25-foot street, being Ellis Avenue; thence with the Westerly side of said street, North 37 degrees East (courses as of the original plat, North 40 degrees 27 minutes East) 100 reet to the Southerly line of Lot No. 18, Section A; thence North 43 degrees West (courses as of the original plat, North 43 degrees West (courses as of the original plat, North 43 degrees West) 200 feet to the Easterly side of a 25-Foot

street, being madison Street; thence with the Pasterly side of said street, bouth j7 degrees west (courses as of the original plat, bouth 40 degrees 25 minutes west) 100 feet to the place of beginning

inc APORESALD PROPERTY is the same property conveyed by deed of even date herewith by and between Roy Clayton Lee, et ux, et ai, and Charles E. Bonner and Theresa Bonner, his wife, Parties of the rirst Part hereto, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said ised is made for a null and particular description of the land hereby conveyed by way of mortgage.

Cogciber with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Charles S. Donner and Theresa Bonner, als wife, their heirs, executors, administrators or assigns, do and shall pay to the said Eagar S. Rice and Odell H. Rice, als wife, their executors, administrator for assigns, the aforesaid sum of

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

Bnd it is Bgrccd that until default be made in the premises, the said

Charles E. Bonner and Theresa Bonner, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said.

Charles L. Bonner and Theresa Bonner, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said_

Edgar S. Rice and Odell H. Rice, his wife, their

heirs, executors, administrators and assigns, or Late E. Marges
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days notice of the time, place, manner and terms of sale in some newspaper published in games
are assigns, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

Charles E. Bonner and Theresa Bonner, his wife their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Charles E. Bonner and Theresa Bonner, his wife,

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgages or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

re to the benefit of the mortgages, Lin-	heirs or assigns lien or claim hereunder, and to place age: , or the mortgagee may effect	n case of fires, to the extent
their	lien or claim hereunder, and to place gee , or the mortgagee may effect	
their	lien or claim hereunder, and to place gee , or the mortgagee may effect	
a forthwith in possession of the secretor	gee , or the mortgagee may effect	SHULL DOLLEY OF
- restorement in possession of the mortga		said insurance
ollect the premiums thereon with intere	est as part of the mortgage debt	
Mitness, the hand and seal of said a	nortgagors:	
±		
de manges	Charles E. Bourne Theresa Connect	A [SFAL]
it Marges	Theresa bonner	[SEAL]
		[SEAL]
te of Maryland,		
rgany County, to-wit:		
I hereby certify. That on the	day of Nove	ber
year nineteen Hundred and Fifty - Lo	ree , before me,	the subscriber.
ary Public of the State of Maryland, in		
es a. Bonner and Aneresa Bo	nner, nis wife,	
each acknowledged the aforegoin	ng cortugge to be his and her r	respective
d deed; and at the same time before me		
5. Kice and Udell H. Rice,		
thin named mortgagees, and made oath		ration in unid
sge is true and bona fide as therein set f	The state of the s	meson in said
N		
NESS my hand and Notarial Seal ti	he day and year aforesaid.	
737	611.0	
	EarlEdnumbra	tam Public

To Mage City 3et 16 19 54

UBER 302 PAGE 374

This Author, Made this 22" day of January.

in the year Nineteen Hundred and Fifty-four

_, by and between

ERNEST B. BARNES and MABEL G. BARNES, his wife,

of Allegany County

Samus, in the State of Maryland,

part ies of the first part, and JAMES A. PERRIN and ANGELA M. PERRIN, his
wife,

of Allegany

County, in the State of Maryland,

part 1es of the second part, WITNESSETH:

firmly indebted unto the parties of the first part are jointly and severally just sum of TWELVE HUNDRED DOLLARS (\$1,200.00), payable three years after date, together with interest thereon at the rate of six per cent together with the semi-annually, and which said sum of money the first part covenant to pay as and when the same shall be due and payable.

And the said parties of the first part covenant and agree to pay on account of said principal and interest monthly payments of 1954, and continuing on the same day of each and every month therest, said monthly payments to be applied to the payment of interest, which is to be calculated and adjusted on a six months basis, and the indebtedness.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All the remaining property owned by the parties of the first part and as located within the metes and bounds description of Parcel No. 2 as set forth and described in that certain deed from George A. Wolfe and Alice Wolfe, his wife, to Ernest B. Barnes and Mabel G. Barnes, his wife, dated December 15, 1938, and recorded amon the Land Records of Allegany County, Maryland, in Deed Liber No. 182, folio 198, a reference to which said deed is hereby more particularly made, said property being located in Allegany County, Maryland, and

nel /es

4

UBER 302 PAGE 375

being all that part of a tract or parcel of land called "High German" or by whatever name it may be known. . Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor , administrator or assigns, the aforesaid sum of Trelve Hundred Dollars = (\$1,200.00)together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the second part, their heirs, executors, administrators and assigns, or Matthew J. Mullanev. RECEIPTOR their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and

Attest:

Service Service Symptomic (SEAL)

Action Service Service (SEAL)

Mabel O. Barnes

[SEAL]

in case of advertisement under the above power but no sale, one-half of the above commission

representatives, heirs or assigns.

shall be allowed and paid by the mortgagors.

LIBER 302 PAGE 376

State of Maryland. Allegany County, to-mit:

I hereby certify, That on this 22 day of January, in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ERNEST B. BARNES and MABEL G. BARNES, his wife, they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared JAMES A. PERRIN, one of the within named mortgagees,

はおスプライス REPRESENTATION and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Compared good Seece To 25 the St. Legge alty aty

FILED AND RECORDED JANUARY 25" 1954 at 12:20 P.M.

This	Mortgage,	Made this 22 No day of JANUARY	in the
year Nine	teen Hundred and fif	ty - four by and between	

Maurice W. Rice and Etnel V. Rice, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Qui bereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand 00/100 - - - - (\$3000.00) - - - - - Dollars, which said sum the mortgagore agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following: By the payment of Thirty-one 11/100 - - - (\$31.11) - - - - Dollars

UBER 302 PAGE 377

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand together with the interest thereon, the said mortgagers do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-

All that lot or parcel of ground, being a part of lot No. 80 and part of Lot No. 81 of the Laing Estate, a plat of the said Laing Estate having recorded in Plat Case Box No. 1, one of the Land Records of Allegany County, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

PEGINNING for the same at a chiseled mark on the SouthAket side of the concrete sidewalk at the Southeast side of Fennsylvania
Avanua, said chiseled mark also stands North 12 degrees and 37 minutes
Fast 205 feat from the point of intersection of the North side of
Lains Avenua and the said Southeast side of Pennsylvania avanua,
said chiseled mark also stands at the feet on the first line of the
whole property convayed by J. Gilbert Selby to Robert T. Powell, et ux,
by deed deted the 30th day of January, 1929, and recorded in Liber
No. 160, folio 15, one of the Land Raccas of Allegany County, saids.
chiseled mark also stands at the end of the first line of the adloining property as convayed by Robert T. Powell et ux to Herry C.
Millerase et ux, et al., by deed deted the lat day of Marca, 1929,
and recorded in Liber No. 160, folio 155, one of the Land Records of
Allegany County, end running then with the remainder of the first
line of the said Robert T. Powell property and also with part of
the first line of the whole property of which this is a part as conveyed by Flmer N. Pennett, et ux., to Robert T. Powell et ux., by
deed dated the 15th day of November, 1929, and recorded in Liber No.
159, folio 1994, one of the Land Recorde of Allegany County, and with
the said Southeast side of Fennsylvania Avenue (bearings 8s of the
said southeast side of Fennsylvania Avenue (bearings 8s of the
said southeast side of Fennsylvania Avenue (bearings 8s of the
Robert T. Powell et ux., whole property lest mentioned, South 75
degrees and 23 minutes East 100 feet to a locust stake standing on
the Northwest side of Beech Alley, then with the said Northwest
side of Beech Alley, South 14 degree and 37 minutes West 13-8/10
feet to a locust etake, said stake stands at the end of the second
line of the eard Hillegase property, then reversing the
second line of the eard Hillegase property, then reversing the

BEING the same property which was conveyed unto Ethel V. Rice by deed of Thomas W. Rice dated September 28, 1953 which is recorded in Liber No. 254, folio 298 one of the Land Records of Allegeny County, Maryland, and also by confirmatory deed of Robert T. Fowall dated October 21, 1953, which is recorded in Liber No. 254, folio 301 one of the Land Records of Allegeny County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Heaith and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements repairs, renewals, and

improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgage that the above described property is improved an herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be r

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagore, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein outhelrpart to be performed, then this mortgage shall be void.

And it is Egreco that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the presents are hereby declared to be hereby secured shall at once become due and payable, and these or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessor assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all expenses incident to such sale including taxes, and a commoneys owing under this mortgage, whether the same shall have then matured or not; and as to under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousend 00/100 - - - (\$3000,00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all liess for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagers are paid of the debt hereby secured and the failure of the mortgager may demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to forcelose this of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said gaged property be acquired by any person, persons, partnership or corporation, other than the mortgager's written consent, or involuntary grant or assignment, or in any other manner, without and personal representatives and assigns, without the mortgage's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandab

Mibroga de

LIDER 302 PAGE 379

Attest:

June differen	Finel V. Rice [SEAL
State of Maryland,	=
Allegany County, to-wit:	
I banaha andit.	
o derend tertiff, Tha	at on this 2240 day of JAHUARY
in the year nineteen Hundred and Fif a Notary Public of the State of Maryl	fty <u>four</u> , before me, the subscriber, land, in and for said County, personally appeared
Meurice V. Fice	and Finel V. Rice, his wife,
agent for the within named mortgagee in said mortgage is true and bona fide	y acknowledged the aforegoing mortgage to be their act me also personally appeared George W. Legge, Attorney and and made oath in due form of law, that the consideration as therein set forth, and did further make oath in due form y to make this affidavit as agent for the said mortgagee.
3337	
3 6 5 6	
WITNESS my hand and Notarial	Seal the day and year aforesaid.
	De 1H
A hij	Notary Public.
	n Cen
	Les St. Legge a
FILED AND RECORD	Les St. Legge at Danuary 25"1954 at 12:20 P.M.
This Mortgage, Made this	ED JANUARY 25"1954 at 12:20 P.M.
This Mortgage, Made this year Nineteen Hundred and fifty—four	a 22 we day of VANUARY in the
This Mortgage, Made this year Nineteen Hundred and fifty -four	ED JANUARY 25"1954 at 12:20 P.M.
This Murigage, Made this year Nineteen Hundred and fifty -four Balph C. Kraus and Lu of Allegany County, in nafter called mortgagors, and First Fede	by and between cile L. Kraus, his wife, in the State of Maryland, particinate first part, here- aral Savings and Loan Association of Cumberland, a body the United States of America, of Allegany County, Mary-
This Murigage, Made this year Nineteen Hundred and fifty -four Balph C. Kreus and Lu of Allegany County, in nafter called mortgagors, and First Fede corporate, incorporated under the laws of	by and between cile L. Kraus, his wife, in the State of Maryland, particinate first part, here- aral Savings and Loan Association of Cumberland, a body the United States of America, of Allegany County, Mary-

One Thousand Two Hundred Twenty-five 00/100 - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-five 00/100 - - - (\$25.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to of every nature and description, ground rent, fire and tornado insurance premiums and other said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, or sercel of ground fronting 35 feet on Willison Place (ralley) and extending back a cepth of 22 feet, more or less, and telms the same property which was conveyed unto the carties of the first part by deed of C. Glenn Watson and Ethel M. Watson, his wife, detail the 5th day of Dacember, 1950 and recorded in Liber No. 232, folio 281, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain ail buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

'The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all items and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1r part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgagor debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the halance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Two Hundred Twenty-five 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage deht.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may he necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgage on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within nlnety days after the same shall become due and payable and to pay and discharge within nlnety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor a to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the deht hereby secured and the failure of the mortgagor a to comply with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the deht) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written

Hittess, the handsand seals of said mortgagors

Attest:

Ralph C. Kraus [SEA

State of Maryland,

Allegany County, to-mit:

I hereby certify, That on this 2240 day of Lauvacy

in the year nineteen Hundred and Fifty - four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ralph C. Kraus and Lucile L. Kraus, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration

UBER 302 PAGE 382

in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESH my hand and Notarial Seal the day and year aforesaid.

Π

П

FILED AND RECURDED JANUARY 26"1954 at 1:30 P.M.

year Nineteen Hundred and fifty—four by and between
year Nineteen Hundred and fifty-four by and between
Norbert J. Zeller and Hazel F. Zeller, his wife,
of Allegany County, in the State of Maryland, part 1080f the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:
Six Thousand 00/100 (\$6000.00) Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5½ per cent. per annum, in the manner following:
By the payment of Sixty 00/100 (\$60.00) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.
Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

ail that lot, piece or parcel of ground situated on the southerly side of Braddock Road opposite the Allegany Grove Camp Ground known and designated as Lot No. 3 in Glenview Terrace Addition and a parcel of ground adjoining thereto on the east, said parcels being located about 5 miles westerly of the City of Cumberland, Allegany County, Maryland, and are more particularly described as

LIBER 302 PAGE 383

whole as follows, to-wit:

BEGINNING for the same at a spike standing on the southarly adre of the concrete shoulder of the Braddock Road, said spike also standing at the end of the first line of the parcel of ground conveyed by Norbert J. Zeller et ux, to Robert L. Zeller by deed of the parcel of ground consists of December 20, 1916, which is recorded in Liber No. 21, follows a factor of the dealing standing on the factors of allegany County, Fryland, and the most northerly corner of the dealing standing on the forementioned of the section of the dealing standing on the forementioned and the factor of the dealing standing on the factor of the concrete shoulder of said Braddock imbedded at in edge of the concrete at the end of the first line of the dead from forbert J. Zeller at all to John P. Steiding at ux 631 one of the Lard Facords of Allegany County, Maryland, then with factor of the second line of said Steiding deed South 32 eigenes 15 feet to a locust stake standing at the end of the second line of the foresentioned Robert L. Zeller parcel of ground and tuning the fact to a locust stake standing at the end of the second line of the foresentioned Robert L. Zeller parcel of ground and then reversing of beginning.

DEI'G the same property which was conveyed unto the parties of the first part by deed of The Cumberland Cement and Supply Company, of even date, which is intended to be recorded among the Land Recorded Allegany County, Maryland, simultaneously with the recording of

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collaboration of this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all bulldings, structures and improvements now or at any time on sald premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, rewaters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the promises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and mortgagor s hereby covenant to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whoie or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchasers or purchasers thereof, his her or their heirs

LIBSR 302 PAGE 384

or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thouserd 00/100 - - - (\$6000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premium's thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage may part thereof, and upon the failure of the mortgagor's to keep the buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor's to comply with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereingfate provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profit

Hitness, the handsand sealed said mortgagors.

Attest:

Horner E. Zeller (SEAL)
HE EST E. Zeller (SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 25 TX day of JANUACY

in the year nineteen Hundred and Fifty -four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Morbert J. Zeller and Hazel E. Zeller, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Release on next page

MMR 302 MAE 385

Combaland maryland spril 12"1954

For value received, The First Federal Savinga and Loan
association of Cumberland hereby releases the within and
aforegoing mortgage:
Withouthe bignature of Lymn-C. Reshley its Cruifent,
and the corporate lead of read corporation; attented by its
beentary, Gerald X. Harrison, the day and year above
writted:
(Corporate Sal)

Corporate Sal)

That Federal Savingand Xoan association
attent by legal & Harrison of Cumberland

Secretary

By: Lymn C. Lachley, 4-20-54

Excident

To the A. Linge Sety Liq

FILED AND RECUIDED JANUARY 26" 1954 at 1:30 P.M.

This	Mortgage,	Made this 25TH day of JANUARY			in the
year Nine	teen Hundred and fif	ty-four	by and between	!	III Can

Waymouth J. Clasver and Virginia G. Clasver, his wife,

of Allegany County, in the State of Maryland, partlag of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Three Thousand Twenty-five 00/100 - - (\$3025.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of fine per cent. per annum, in the manner following:

By the payment of Thirty 25/100 - - (\$30.25) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated at Finto, in Allerany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe stake standing on the Southwest side of a twenty foot street, said stake side stands at the point of beginning of the parcel of ground conveyed from Louis Niner, at ux, to John L. Scally, at ux, by deed dated the 24th day of February, 1936, and recorded in Liber No. 178, folio 313, one of the Land Records of Allegany County, and continuing then with said street North 60 degrees and 14 minutes West 10 feet to an iron





ipe stake, said stake

also stands at the beginning of parcel of ground conveyed from John L. Scally, et ux to Paul H. Market er ux, by does dated the 29th day of May, 1966, and recorded in Liter No. 199, folio 167, one of the Land Records of Allegany County, and continuing then at right angles to said twenty foot atreet South 29 degrees 46 minutes Wart 130 faet to an iron nice stake standing LU feet on the second line of the aforementioned deed in Liber 17th, folio 313, and continuing them South 60 degrees and 10 minutes East 10 feet to a oint + the end of the second line of parcel of ground conveyed from louis Miner, et ux., to John L. Scally, et ux, by deed dated the 15th day of June, 1939, and recorded in Liber 18t, folio 15, one the Land Records of Allegany County, and continuing then from roint South 20 degrees and 46 minutes West 132 35/100 feet to an iron rine etera that stands on the Mortheast sige of a ten foot lane,

Н

then with said lane South 60 degrees and 28 minutes East 50 5/100 to an iron pipe stake, then North 29 degrees and 46 minutes That 262 13/100 feet to an iron pipe stake standing on the Southwest side of skid aforementioned twenty foot street, then with skid street and at right angles to the last mentioned lines, North 60 degrees and $1^{l^{\prime}}$ minutes West 50 feet to the point of beginning.

BEING the same property conveyed by John L. Scally and Ecna E. Scally, his wife, and Peoples Pank of Cumberland, Maryland, to Weymouth J. Cleaver and Virginia J. Cleaver, his wife, by deed Crted the 23rd day of January, 1946, and recorded among the Land

Records of Allegeny County, Maryland, in Liber No. 207, folio 32. "And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness. ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness. indebtedness

The Mortgagors covenant to maintain ail buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needtul and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to npply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Twenty-five 00/100 - (\$3025.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said Insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor or sto keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor 8 to comply mortgage, and at the option of the saortgagee, immediately mature the entire principal and interest héreby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due

Witness, the handsand seakof said mortgagors.

Attest:

| Compath J. Cleaver [SEAL]
| Virginia G. Cleaver [SEAL]
| Virginia G. Cleaver [SEAL]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 25 TN day of JANUARY in the year nineteen Hundred and Fifty -four __, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Weymouth J. Cleaver and Virginia G. Cleaver, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that to had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Euro g Migel Mikewage Mid

1140

FILED AND ACCORDED JANUARY 26" 1954 at 10:30 A.M. This Mortgage, Made this 25th day of January,

in the year Nineteen Hundred and Fifty-four

GEORGE W. LILLY and MARGUERITE JUNE LILLY, his wife,

Allegany _County, in the State of_ Maryland,

part 1es of the first part, and THE PIRST NATIONAL BANK OF MOUNT SAVAGE, MARYLAND, a national banking corporation, having its principal office in Mouht Savage,

Allegany County, in the State of Maryland, part Y of the second part, WITNESSETH:

firmly indebted unto the said party of the second part in the full and just sum of NINE HUNDRED FOFTY DOLLARS (\$950.00) together with interest thereon at the rate of six per cent (6%) per annum, payable the year after date, and which said sum of money together with the interest

ther on as aforesaid the said rapties of the first part covenant to page as and when the same shall be due and payable.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savare, Maryland, its successors and essigns,

Kolescandianelinak the following property, to-wit:

All that lot or parcel of ground lying and being on County, Maryland, near the Village of Mount Savage, and beginning for the same at a point on said road, it being the beginning of the by deed dated July 16, 1902, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 90, folio 524, said veyed by David Brailer to George W. Lancaster by deed dated March 1, in Deed Liber No. 141, folio 576, and running thence with the first said Brailer deed, as corrected, South 29 degrees 90 minutes East 112-8/10 feet to the line of condemnation of the C.& P.R. R., and with

it North 55 degrees 45 minutes East 40-3/10 feet, thence North 29 degrees 00 minutes West 108-2/10 to the fourth and last line of the aforementioned deed from Charles E. Embrick to John A. Emerick, thence with the remaining part of said fourth line, South 62 degrees 00 minutes West 40 feet to the place of beginning.

IT BEING the same property conveyed by Earl Seese and wife to the parties of the first part by deed dated September 28, 1949, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 226, folic 449.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said parties of the first part, their

the .first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said <u>parties</u> of the <u>first part</u>

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said The First Mational Bank of Mount Savare, Maryland, its aucceasors and assigns.

integrated and indicates and animager. Matthew J. Hullariey, its.

	and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. Had the said Parties of the first part	
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
	Company or companies acceptable to the mortgagee or its successors and assigns,	
	One Thousand Dollars (\$1,000.00)	
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
	to inure to the benefit of the most many its same of fires,	
-	to inure to the benefit of the mortgagee , its successors hairs or assigns, to the extent	
1	nen or claim berounder and the	
ı	policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt	
	Hitness	1
10	Hittess, the handsand seals said mortgages	ı
3	Attest	I
	Betty Blanks George It Fill	heirs wenty Cum- rising ig all indly, then 1rst , and ssion igns. to ince ince ill ill ill ill ill ill ill ill ill i
	Betty Black George W. Lilly [SEAL]	ı
	[SEAL]	I
	Marquerete Jeune Lilly [SEAL]	ı
	State of Maryland.	Ļ
	Allegany County, to-wit:	
		ı
	I hereby certify, That on this 25th day of January,	l
1	in the year nineteen Hundred and Fifty - Course	
	Notary Public of the State of Maryland, in and for said County, personally appeared	ĺ
а	GEORGE W. LILLY and MARGUERITE JUNE LILLY, his wife, and they acknowledged the aforegoing mortgage to be their	
a	ct and deed; and at the same time before mortgage to be their	
E	ct and deed; and at the same time before me also personally appeared RAYMOND L.	
th	ELWRIGHT, Cashier of The First National Bank of Mount Sawage,	
	and made oath in due form of law that the	
	and he fresh son inde as therein set for forth; and he fresh and	
神をあ	up form of law that he is the Cashier of said bank and is duly the test of make this affidavit.	
1		
90	Betty Blank	
#	Notary Public.	

To Migu Freschung ind

FILED AND RECURDED JANUARY 26" 1954 at 2:20 P.M. PURCHASE MONEY

This/Mortgage, Made this 22 2d day of January.

in the year Nineteen Hundred and __fifty-four

by and between

EDWARD LESLIE KREIDER and SUSAN HOTT KREIDER, his wife,

of Allegany

County, in the State of Maryland.

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, having its principal office in

* Frostburg, 'Allegany

County, in the State of Maryland.

part y of the second part, WITNESSETH:

Hierrus, the said parties of the first part are justly indebted unto the said Frostburg National Bank, its successors and assigns, in the full and just sum of EIGHTY-FIVE HUNDRED - - - - - - - (\$8500.00) DOLLARS with interest from date at the rate of four and one-half (4-1/2) per centum per annum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg, Maryland, in 144 monthly installments of \$76.51, payable on the 22 day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

And the said parties of the first part covenant and agree to pay to the said party of the second part, in addition to the said payments above set forth, a sum equal to the premiums that will next become due and payable on policies of fire or other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (as estimated by the party of the second part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held in trust by the party of the second part, for the payment of such premiums, taxes or assessments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ica of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors have and assigns, the following property, to-wit:

ALL that lot and parcel of land situated on the south side of Loo Street (now known as College Avenue) in the Town of Frostburg, Allegany County, State of Maryland, and known and distinguished as parts of Lots Nos. 3 and 4 of Block No. 10 of the Frost Heirs Addition to the Town of Frostburg, said lot or parcel of ground being described as a whole as follows, to-wit:

BEGINNING at a point on the south side of Loo Street (now known as College Avenue) in said Addition, situated North 39 degrees West of and distant 150 feet from the intersection of the south side of Loo Street with the west side of Water Street in said Addition, and running thence with the said Loo Street, North 39 degrees West 50 feet; thence South 51 degrees West 160 feet to an alley; thence with said alley, South 39 degrees East 50 feet and thence North 51 degrees East 160 feet to the beginning.

IT being the same property which was conveyed by Margaret C. Jones to Edward Leslie Kreider et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Congether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frouided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part y of the second part . its successors executors executoristististic or assigns, the aforesaid sum of - - - - Eighty-five Hundred Dollars - - - - - - - - - - - (\$8500.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payable, and these presents are hereby declared to be made in trust, and the said part_y_ of the second part, its successors, legicspeccourage administrators; and assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shail be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said sale shail be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of ail expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over _of the first part_ their heirs, or assigns, and in case of advertisement under the above power but no sale, one-haif of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successaors and acceptable to the mortgaged orits/ assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-five Hundred - - - - (\$8500.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other lesses to inure to the benefit of the mortgagee , its successaors between assigns, to the extent of its lien or claim bereunder, and to place such

JUNE 302 MEE 393

policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Withree, the hands and scals of said mortgagors.

Witness:

David R Nuewts

EDWARD LESLIE KREIDER

SUSAN HOTT KREIDER

[Seal]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 22 24 day of

day of January.

in the year nineteen hundred and fifty-four

, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Edward Leslie Kreider and Susan Hott Kreider, his wife,

and they acknowledged the aforegoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg.

1 Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duty anthorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth - M. Jade Notary Public

FILED AND RECURDED JANUARY 28" 1954 at 2:45 P.M.

This Mortgage, Made this Louis,

day of

January in the year mineteen hundred and fifty-four

, by and between

Alden Wayne Reed and Anna Louise Reed, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgage expression shall include the plural as well as the singular, and the feminine as well as the singular, and the feminine as well as the singular.



UBER 302 PAGE 394

as the context may require, and The Liberty Trust Company, a corporation duty incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Alden Wayne Reed and Anna Louise Reed, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Pifty-Four Hundred (\$5400.00) - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954

I

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Alden Wayne Reed and Anna Louise Reed, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground located in Election District No. 28, in Prostburg, Allegany County, Maryland, commonly known as Lot No. 1. in Block No. 17 in Beall's Pirst Addition to the Town of Prostburg, and described as follows, to-wit:

BEGINNING for the same at a point on the West side of Main or Boyery Street bearing South 44 degrees West 297 feet from a stone marked "D.B." standing on the East side of Bowery or Main Street at the beginning of the Planing Mill Road, it being Lot No. 1, of Block No. 32 of said Addition, and running thence with said Main Street, South 36 degrees West 66 feet; thence North 54 degrees West 165 feet; thence North 36 degrees East 66 feet; thence South 54 degrees East 165 feet to the beginning; known as Lot No. 1 of Block No. 17 in Beall's First Addition to the Town of Frostburg.

It being the same property which was conveyed unto the said Mortgagors by Edward J. Ryan, et al, by deed dated the 30th day of July, 1952, and recorded in Liber No. 243, folio 221, one of the Land Records of Allegany County.

All that lot or parcel of land situated on the South side of West Main Street in the Town of Frostburg, Allegany County, Maryland, it being a part of that lot or parcel of land which was conveyed to Elizabeth Ann Rank by Jonathan Jenkins, et al, by deed dated May 14th 1913, and recorded in Liber 113, folio 210, one of the Land Records

of Allegany County, Maryland, and more particularly described as follows: (True meridian courses and horizontal distances being used throughout)

BEGINNING at a point on the South side of West Main Street, said point being at the end of a line drawn North 37 degrees 50 minutes West 66-36/100 feet from the intersection of the South side of West Main Street, with the West side of an alley 9 feet wide, said point is also at the end of the first line of that lot or parcel of land which was conveyed to William Offman by Henry Offman, et ux, by deed dated the 21st day of April, 1902, and recorded in Liber 91, folio 120, of the aforesaid Land Records, it being also the beginning of the whole with the second line of the Offman Lot, South 56 degrees 22 minutes West 178-10/100 feet, as corrected, to the North side of Nest Mechanic feet, thence lengthwise across the whole lot, North 55 degrees 13 minutes East 176-32/100 feet to West Main Street and with it, South 37 degrees 6 minutes East 37-79/100 feet to the beginning.

It being the same property which was conveyed unto the Raid Mortgagors by Henry Rank and Mary Vates, executors of the Estate of Elizabeth Ann Rank, deceased, by deed dated November 21, 1942, and recorded in Liber 194, folio 657, one of the Land Records of Allegany

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifty-Four Hundred (\$5400.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any auch advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are bereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their beirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said saie, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the sald mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifty-Four Hundred (\$5400.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

LIBER 302 PAGE 390

And it is agreed that the powers, scipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto. WITNESS, the hand and seal of said mortgagor.

ATTEST:

Alden Wayne Reed

Cluma Louis Read (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2764 day of January

in the year nineteen

hundred and fifty-four.

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Alden Wayne Reed and Anna Louise Reed, his wife,

acknowledged, the foregoing mortgage to be each deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

have these whereof I have hereto set my hand and affixed my notarial seal the day and year above Written.

Im. a. Sarke

Compared and Mallet curaw & To Migel City

> FILED AND RECORDED JANUARY 26" 1954 at 9:30 A.M. This Murigage, Made this 11 th day of January in the year Nineteen Hundred and Fifty-four

Louis Waingold and Ann Waingold, his wife,

Allegany

County, in the State of Maryland

of the first part, and Holzshu Realty Company of Cumberland,

a corporation duly incorporated under the laws of the State of Maryland,

UBER 302 PAGE 397

Allegany

County, in the State of Maryland

part y of the second part, WITNESSETH:

Unbercas, the said parties of the first part are justly indebted unto the said party of the second part in the full and just sum of SEVEN THOUSAND TWO HUNDRED AND FIFTY (\$7,250.00) DOLLARS, which said sum the said parties of the first part do hereby covenant and agree to repay unto the said party of the second part, its successors and to repay unto the said party of the second part, its successors and sasigns, in consecutive monthly installments of not less than One Hundred and Fifty (\$150.00) Dollars, together with interest thereon at the rate of five (5%) per cent. Per annum, accounting from the date hereof; said installments to be due and payable on the 1st day of each and every month. beginning February 1. 1954. each and every month, beginning February 1, 1954.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

give, grant, bargain and sell, convey, release and confirm unto the said

Party of the second part, its successors

land lying and being in Allegany County, Maryland, in the City of Cumberland, situated on the westerly side of Virginia Avenue, and more particularly described as follows:

BEGINNING for the same at the intersection of the westerly side BEGINNING for the same at the intersection of the westerly side of Virginia Avenue and the northerly side of Miller's Alley, and running thence with the northerly side of Miller's Alley, North forty-six degrees five minutes East twenty-eight and five-tenths feet to the end of the first line of a piece of ground conveyed by Martha Resaca Keller to Henry Hast by deed dated September 3, 1909, and recorded in Liber 105, folio 262, of the Land Records of Allegany County, Maryland, and running thence with the second line of said deed, South forty-three and five-tenths degrees West eight inches, thence South forty-six degrees twenty minutes East thirty-eight and five-tenths feet to the degrees twenty minutes East thirty-eight and five-tenths feet to the point distant four-tenths of a foot south-westwardly from the third line of the whole lot conveyed to the said Martha Resaca Keller by Henry W. Parker and ife by deed dated April 6, 1904 and recorded in Liber 95, folio 152, of said land records, thence South forty-six degrees fifty-five minutes East twenty-six and two-tenths feet to the end of the first line of the piece of ground conveyed by Henry Hast and wife to the said Martha Resaca Keller by deed dated November 10, 1909, and recorded in Liber 105, folio 402, of said land records, and running thence with the lines of said piece of ground, South forty-six degrees Avenue at the end of three-fourths of a foot on the fourth and last line of the lot conveyed to the said Henry Hast by Henry W. Parker and wife, by deed dated April 12, 1900 and recorded in Liber 37, folio 70, of said land records, and running thence with said Avenue, South thirty-four degrees fifty-five minutes West forty and seventy-five hundredths feet to the place of beginning. degrees twenty minutes East thirty-eight and five-tenths feet to the

BEING the same property that was conveyed to the said Louis Waingold and Ann Waingold, his wife, by Lena C. DeLuca Belfours, et vir., by deed dated the 1st day of March, 1949 and recorded among said land records in Liber 225, folio 64.

Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

parties of the first part, their Drovided, that if the said.

LIBER 302 PAGE 398

heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors
ON ROLE - EX X X X X X X X X X X X X X X X X X
Seven thousand two hundred and fifty dollars
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said
parties of the first part
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said <u>parties of the first part</u>
hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said.
party of the second part, its successors
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sald sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said parties of the
first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
End the said parties of the first part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its
assigns, the improvements on the hereby mortgaged land to the amount of at leastSeven thousand two hundred-and-fifty
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
o inure to the benefit of the mortgagee its successors was or assigns, to the extent
f its or their iien or claim hereunder, and to place such policy or
olicies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
nd collect the premiums thereon with interest as part of the mortgage debt
Witness, the handland seal of said mortgagor 8 .
Actest: Land Man & Plan
Louis waingold
[SEAL]

LIDER 302 PAGE 399.

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this day of January
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Louis Waingold and Ann Wainpold, his wife.

and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles G. Holzshu,

President of Holzshu Realty Company of Cumberland,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth; and the said Charles G. Holzshu
did further make oath that he is the President of the within named
mortgagee and duly aithorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

0.00

FILED AND RECORDED JANUARY 28" 1954 at 2:45 P.M.

This Mortgage, Made this

28 24

day of

January

in the year nineteen hundred and fifty-four

, by and between

Charles E. Poy and Gertrude V. Foy, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Whereas, the said

Charles E. Poy and Gertrude V. Poy, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

One Thousand (\$1,000.00) - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues.

MAR 302 PAGE 400

at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Charles E. Foy and Gertrude V. Foy, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate in the Village of Mount Savage, Allegany County, Maryland, and described as follows:

BEGINNING for the same 33 feet from an alley and from South corner of John McCosker's lot, then running with John McCosker's lot, North 68 degrees East 75 feet thence South 34 degrees East 98 feet to a stake in the road, thence South 52 degrees West towards an alley to the line of Fanny Grime's lot, 80 feet 6 inches, thence by a transverse line to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Norman P. Myers and wife, by deed dated the 4th day of October, 1945, and recorded in Liber No. 205, folio 438, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or

agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby morigaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Charles E. Poy (SEAL)

James M'Sorley

Gertrude V. For (SEAL

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 28 day of January

in the year nineteen

hundred and

fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Charles E. Poy and Gertrude V. Foy, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgages and made eath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Lorley Motory Publis

To Earle Copy acty aty

MBSR 302 PAGE 402

FILED AND ECURDED JANUARY 28" 1954 at 2:10 P.M.

This Mortgage,	Made this 26 th day of	January
in the year Nineteen Hundred:	and fifty-foun	

, by and between

- - - - - - EMMA MARTENS, WIDOW- - - -

of Allegany

County, in the State of Maryland

party of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

IX Frostburg, Allegany County, in the State of Maryland

party of the second part, WITNESSETII:

Illiprocas, the said party of the first part is justly indebted unto the said party of the second part, its successors and assigns,

TWO THOUSAND-

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the party of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said party of the first part hereby covenants to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said party _____of the first part does give, grant, bargain and sell, convcy, release and confirm unto the said part y

of the second part, its successors been and assigns, the following property, to-wit: All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, and known and distinguished as Lot No. 64 in Mc-Culloh's Addition to the Town of Frostburg, a plat of which Addition is of record among the Land Records of Allegany County, Maryland, in Liber No. 33, folio 531, said lot being more particularly described

BEGINNING for the same at a stake standing South Sixty-one degrees East forty feet from the end of the first line of Lot No. 61, and running thence South Sixty-one degrees East fifty-five feet and thence South Twenty-nine degrees West One Hundred Sixty-five feet to an alley, and with it North Sixty-one degrees West fifty-five feet to Green Street, and with it North Twenty-nine degrees East One Hundred Sixty-five feet to the place of beginning.

IT being the same property which was conveyed to Walter E: Martens and Emma Martens, his wife, by Herman Miller, attorney, by deed dated August 25, 1921, and recorded in Deeds Liber No. 137, folio 661, among the Land Records of Allegany County, Maryland, the said Walter E. Martens having departed this life and the title to said property being now vested by operation of law in the party of the first part herein.

Burguer With the buildings and improvements thereon and the winter words were Cogether with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frouided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party _____of the second part _____1ts_successors

EXAMINEXXXIIII or assigns, the aforesaid sum of...

MR 302 PAGE 403

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said party _____ of the first part may hold and possess the aforexaid property, upon paying in the meantime, all taxes. assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part y of the first part hereby covenants to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y. of the second part, its successors keing surning administrators and assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part y of the first part, her heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns. And the said party of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 1 ts assigns, the improvements on the hereby mortgaged land to the amount of at least TWO THOUSAND----- (\$2,000.00) ---- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee ,its successors assigns, to the extent of ____ its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee . or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Wiftiess, the hand and seal of said mortgager . Witness: Full m Jada viate of Marylano. Allegany County, to-wit: I hereby certify, That on this 2 6 th/day of January in the year nineteen hundred and fifty-four ____, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared acknowledged the aforegoing mortgage to be her act and deed; and at the same time before me also personally appeared. F. EARL KREITZBURG, Cashier of the Frostburg National Bank, the within named mortgages and made outh in due form of law, that the consideration in said

UBBR 302 PAGE 404

martgage is true and bona fide as therein set forth, and further made oath that he is the beathler of said Bank and duly authorized by it to make this

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

Compared and seew to the To Less A. Legge atty atty atty

FILED AND RECORDED JANUARY 28" 1954 at 2:00 P.M.

Chis Mortgage, Made thia 25 TN day of JANUARY	44 .
year Nineteen Hundred and fifty-four by and between	n the
George Addison Zembower and Marien Middleton, Zembowe:	
his vife,	
of Allegany County, in the State of Maryland, part 105 of the first part, inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a corporate, incorporated under the laws of the United States of America, of Allegany County, Mand, party of the second part, hereinafter called mortgagee. WITNESSETH:	
Shorts a	

Three Thousand Two Hundred 00/100 - - (\$3200.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Twenty-six 15/100 - - (\$26.15) - - - Doilars on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of ail taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All of a certain lot or tract of land lying and being in the County of Allegany and State of Maryland on the Baltimore Pike 41 miles from Cumberland, Maryland, and being a part of the land that was conveyed to Rosalie Hendrickson from Thornton

LIBER 302 PAGE 405

Hendrickson by deed dated October 23rd, 1922, and recorded November 14, 1922, in Liber L.L.S. 141, folio 695, one of the Land Recorde of Allegeny County, Maryland. This lot is bounded and described as follows:

BEGINNING at a stake by the Baltimore Pike, Mr. Grante corner, then South 64 degrees East 101 feet along the eide of said pike to a stake, then leaving the pike South 40 degrees West 319 feet to a stake near a fence, then North 46 degrees West 101 feet to a post in Mr. Grants line, then with said line North 40 degrees East 289 feet to the beginning. Containing 113 square perches, be the same more or less, and the first parties reserves a right-of-way slong Mr. Grants line for their property to go to the run or stream of water.

BEING the same property conveyed by Rosalie Hendrickson and Charles M. Hendrickson, her husband, to George A. Zembower and Marian Zembower, his wife, by deed dated the 11th day of June, 1931, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 166, folio 488.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the interest thereon, as and when the same shall become due and payable, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-

URBR 302 PAGE 406

est thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight for cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagers, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagers, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Two Hundred 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim mortgages may effect said insurance and collect the premiums thereon with interest as part of the prortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgages, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year; to deliver to the mortgages recipts evidencing the payment of all liens for public improvements within ninety days after the same shall mental levies that may be made on the mortgages (2) to permit, commit or suffer no mortgages that may be made on the mortgages; (2) to permit, commit or suffer no mortgages in the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgages to keep the buildings on asid property; or any part thereof, and upon the failure of the demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgages for a period of thirty days shall constitute a breach of this hereby secured, and the mortgages may, without notice, institute proceedings to foreclose this of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver to collect the rents and profits of said singled property be acquired by any person, persons, partnership or corporation, other than the mortgagee's written consent, or should the same be encumbered by the mortgagers, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided; (6) that the default in the payment of any monthly installments, as herein provided; (6) that the default in the payment of any monthly installments, as herein provided; (6) that the default in the payment of any monthly installments, as herein provided; (6) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty consecutiv

Hithtess, the hand and scale of said mortgagors.

1

Eleanor Lowry Wilkins Marian Middleton Jambover Eleanor Lowry Wilkins [SEAL] STATE OF MARYLAND COUNTY OF mostgowery to wit: day of January I HEREBY CERTIFY, THAT on this 25 d in the year mineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George Addison Zembower and Marian Middleton Zembower, his wife, the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed. Tress my hand and Notarial Seal the day and year aforesaid. STAR bleanor Korry Wilkins MBR 302 PAGE 407

STATE OF MARYLAND ALLECANY COUNTY, TOWNIT:

20170

I HERRBY CERTIFY, THAT on this 2774 day of January in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of tre State of Maryland, in and for said County, personally appeared George W. Lerge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to made this affidavit as agent for the said mortgagee.

Desert & Have

FILED AND RECORDED JANUARY 28" 1954 at 2:00 P.M.

This Aurigage, Made this 277N day of January

year Nineteen Hundred and fifty -four by and between

Walter H. Cutchall and Lores H. Cutchall, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Unbercas, the said mortgages has this day loaned to the said mortgagors, the sum of Three Thousand Two Hundred 00/100 - - (\$3200.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty 41/100 - - (\$30, 41) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the aforegranting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being

at the southeasterly intersection of Howard Street and Second Avenue known and designated as Lots 115 and 116, Section C, in Cellulose City Addition, Cresaptown, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 49, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at the southeasterly intersection of Howard Street and Second Avenue, and running then with easterly side of Howard Street South 8 degrees East 50 feet, then North 82 degrees Tast 100 feet to the westerly side of an alley, then with said alley North 8 degrees West 50 feet to the southerly side of Second Avenue, and then with said Avenue South 82 degrees West 100 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Beldian C. Ramsey and Elwanda J. Ramsey, his wife, dated August 5, 1953, which is recorded in Liber 253, folio 91, it also being the same property which was conveyed by quitclaim deed unto the parties of the first part by Andrew R. Douglas et ux dated December 11, 1953 which is recorded among the Land Records of Allegany County, Maryland in Liber No. 255, folio 305.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described iand and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shaii pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shaii perform all the covenants herein on the irpart to be performed, then this mortgage shall be void.

1 1

MAR 302 PAGE 409

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their beirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Mnryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Two Hundred 00/100 - - (\$3200.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the henefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with Interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before. March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; 20 to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor sto keep the buildings on said property, in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage; in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged's written consent, or should the same be encumbered by the mortgagors, their helrs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended he

Hittess, the handgand sealof said mortgagors.

Attest:	Walter V. PH m
Dear & Harin	Walter H. Cutchell [SI Walter H. Cutchell [SI Lores M. Cutchell [SI
	[8]
and the second	[8]

UBER 302 PAGE 410

	Allegany County, to-wit:				
	I hereby certify, That	on this	2774	day of	January
	in the year nineteen Hundred and Fift a Notary Public of the State of Maryle	y -four ind, in and	for said Coun	ty, personally	me, the subscriber,
	Walter H. Cutchall	and Lo	ree M. Cut	chall, his	wife,
	the said mortgagors herein and they and deed; and at the same time before magent for the within named mortgagee a in said mortgage is true and bona fide a of law that he had the proper authority	nd made oa	th in due forn	George W. Le	gge, Attorney and the consideration
	43118 · A				
2	WITHISS my hand and Notarial S	Seal the day	and year afor	esaid.	
		10	Derales	Loto	
	The second secon			-	Notary Public.

Compar d Mall Keens E To Mitgee 5 Hechington for

> FILED AND RECORDED JANUARY 28" 1954 at 10:30 A.M. This Hurinage, Made this 26th day of January in the year Nineteen Hundred and Fifty-four ,, by and between Carlton Brinsfield and June H. Brinsfield, his wife, ----of Baltimore City Xammy, in the State of Maryland, parties of the first part, and Wylie M. Faw and Phyllis L. Faw, his wife, ---of Allegany County, in the State of: Maryland, parties_of the second part, WITNESSETH: Unbereas, the parties of the first part are justly indebted unto the parties of the second part in the full sum of Thirteen Thousand Eight Hundred and Sixty-five Dollars (11 865 00) which

USBR 302 MIX 411

said principal sum, together with the interest thereon at the rate of four percentum (4%) per annum, shall become due and payable one (1) year from the date hereof, said indebtedness being the entire purchase money advanced by the parties of the second part to the parties of the first part in connection with their purchase of the property hereinafter described, and this being a purchase money

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Carlton Brinsfield and June H.

Brinsfield, his wife, ----give, grant, bargain and sell, convey, release and confirm unto the said Wylie M. Faw and Phyllis L. Faw, his wife, ----- their

heirs and assigns, the following property, to-wit:

All that lot, piece of parcel of land situated, lying and being along the Southerly side of Redford Street Extended, just southwest of the city limit line of the City of Cumberland, Allegany County, Maryland, and being Lot No. 27 of the sub-division of the Schlund property and which said lot Number 27 is described as follows, to wit:

BEGINNING for the same at the intersection of the southerly side BEGINNING for the same at the intersection of the southerly side of Bedford Street extended with the westerly side of a 40-foot wide street, said point of beginning being also distant 40-feet on a line drawn north 27 degrees west from the beginning of Lot No. 6 of aforesaid Schlund Addition, which said Lot No. 6 was conveyed to John F. Workmeister and wife by deed from Walter P. Schlund, et al., Executors, dated the 23rd day of April 1937, and recorded in Liber No. 177, folio 423, of the Land Records of Allegany County, and running thence with the southerly side of Bedford Street extended, south

59 degrees 25 minutes west 50 feet, thence parallel to the above mentioned 40-foot wide street south 27 degrees east 144.5 feet to the northerly side of a 15-foot alley and with it north 65 degrees 21 minutes east 50 feet to the westerly side of the above mentioned 40 foot wide street, thence with the westerly side thereof north 27 degrees west 150.4 feet to the place of beginning.

It being the same property which was conveyed to Fannie R. Wilson by Ross Skiles and Rosemary Skiles, his wife, by deed dated April 16, 1951, and recorded in Liber 233, folio 443, one of the Land Records of Allegany County.

It likewise being the same property which was conveyed to the parties of the first part hereof by Paul M. Fletcher, Committee of the person and estate of Fannie R. Wilson and Fannie R. Wilson, widow, by deed dated the day of January, 1954, and intended to be recorded simultaneously with this mortgage among the Land Records of Allegany County, which mortgage is given to secure the purchase price thereof. thereof.

Cogether with the building and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Carlton Brinsfield and June H. Brinsfield, his wife, / heirs, executors, administrators or assigns, do and shall pay to the said Wylie M. Faw and Phyllis L. Paw, his wife, their beirs executor g, administrators or assigns, the aforesaid sum of... Thirteen Thousand Eight Hundred Sixty-five Dollars (\$13,865.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said.

Carlton Brinsfield and June H. Brinsfield,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

UBER 302 PAGE 412

mortgage debt and interest thereon, the said Carlton Brinsfield and June H.	
Brinsfield, his wife,	
hereby covenant to pay when legally demandable.	
But in case of default being made in payment of the	
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,	
and these presents are hereby declared to be made in trust, and the said.	
Wylie M. Faw and Phyllis L. Faw, his wife, their	
heirs, executors, administrators and assigns, or William A. Gunter,	
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs	
berland, Maryland, which said sale shell be at public and terms of sale in some newspaper published in Cum-	
taxes levied, and a commission of eight nor cost to the mission of eight nor cost to the	
under this mortgage, whether the same shall have been then	
and June H. Bringfield, but and	
and June H. Brinsfield, his wife, their heirs or assigns, and	
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.	
And the said Carlton Brinsfield and June H. Brinsfield,	
his wife, further covenant to	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
company or companies acceptable to the mortgageesor their heirs or	
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Thirteen Thousand	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
to inure to the benefit of the mortgagees, their heirs or assigns, to the extent	
of their their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagecs, or the mortgages may effect said insurance	
and collect the premiums thereon with interest as part of the mortgage debt.	
Aug.	
Attest Titness, the hand and seal of said mortgagors:	
Mary Seely Caute Brushing [Seal]	
June H. Brinsfield [Seal]	
State of Maryland,	
Allegany County, to-wit:	
I hereby certify, That on this 26 day of January	
in the year nineteen hundred and Fifty-four , before me, the subscriber	
a Notary Public of the State of Maryland, in and for said County, personally appeared	
Carlton Brinsfield and June H. Brinsfield, his wife,	
and each acknowledged the aforegoing mortgage to be their respective	
act and deed; and at the same time before me also personally appeared Wylie M. Faw and Phyllis L. Faw, his wife,	1
the within named mortgagees and made oath in due form of law, that the consideration in said	
mortgage is true and bona fide as therein set forth. WITNESS my hand and Notarial Seal the day and year aforesaid.	3.0
	1
Mento Hall	
Notary Public "	200

MIN 302 ME 413

Bush Ligge City aty

FILED AND RECORDED JANUARY 29" 1954 at 2:30 P.M.

PURCHASE MONEY

This Marigage, Made this 28 rd day of 1940 49 in the year Nineteen Hundred and fifty-four by and between.

Harold Hubbs, single

of Allegany County, in the State of Maryland, part Y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Three Thousand Five Hundred 00/100 - - - (\$3500.00) - - Dollars, which said sum the mortgagors agrees to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Thirty-five 00/100 - - - (\$35.00) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water runt, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestaid principal sum. The due execution of this mortgage having been a condition precedent to the

Plow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

All that lot or parcel of ground known and designated as Nos. 140-142 Independence Street, which is more particularly described as follows, to-wit:

BEGINNING for the same at a point in the center of a joint passageway on the South side of Independence Street, distant South 56 degrees 5 minutes East 35.5 feet from the Morthwest corner of dwelling No. 146 Independence Street and running then South 56 degrees 5 minutes East 28.7 feet to the center of a 4.7 feet joint passageway, then with said passageway South 34 degrees 20 minutes West 87.85 feet to the South line of an 18 foot joint alley, then with said alley North 54 degrees 25 minutes West 28.7 feet, then North 34 degrees 20 minutes East 87 feet to the beginning.

Joint alley and passageway mentioned above to be kept open at all times for the use of property described and property adjoining.

Being the same property which was conveyed unto the party of the first part by deed of James T. DeMay and Majorie DeMay, his wife, of even date, which is intended to be recorded among the Land Records of Allagany County, Maryland, simultaneously with the

recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collaboration of this indebtedness, and any sums of money so advanced shall be added to the unpaid baiance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that he will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor , his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

and it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duiy constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such mission of eight per cent, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no saie, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred 00/100 - - (\$3500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgages, its successors and assigns, ail rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect ail rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personair representatives, do es hereby covenant with the mortgagee as foliows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all ilens for public improvements within ninety days after the same shall become die and payable and to pay and discharge within ninety days after the same shall become that may be made on the mortgaged property, on this mortgage or note, or in any other war from the indebtedness secured by this mortgage.

walle, impriment or deterioration of said property, or any part thereof, and upon the failure of the mertgagor to keep the buildings on said property in good condition of repair, the mortgage may immediate repayment of the debt hereby secured and the failure of the amount of security, or the with said demand of the mortgage for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the mortgagoe's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 28 TH in the year nineteen Hundred and Fifty -four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Harold Hubbs, single

the said mortgagors herein and he acknowledged the aforegoing mortgage to be and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Notary Public.

my hand and Notarial Seal the day and year aforesaid.

FILED AND RECORDED JANUARY 29" 1954 at 2:30 P.M. This Mortgage, Made this 287" day of January year Nineteen Hundred and fifty-four _by and between_ Harry C. Tucker and Ruth F. Tucker, his wife, of Allegany County, in the State of Maryland, part 12 gof the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH . Onbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Six Hundred Thirty-five 00/100 - - - - -

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twanty-four 37/100 - - - (\$24,37) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, ascessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestant of the aforestant of the aforestant of the secution of this mortgage having been a condition precedent to the

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtodness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

all of the following described real estate, situated and being in the Village of Cresaptown in Allegany County, Maryland, being known and described as Lot No. 5 of Amcelle Acres, a plat of which Addition is recorded among the Land Records of Allegany County, Maryland, and particularly described as follows:

BEGIANING for the same at a post at the North edge of Harold Drive, said post standing North 30 degrees 30 minutes East 491.7 feet from the Northeast corner of the residence situated on Lot No. 2 ss shown on the plat of Amcelle Acres, said plat being found in the records of the Leserus Realty Company and running then with said Drive South 11 degrees 50 minutes East 100 feet to a post; then leaving, said Drive and running North 78 degrees 10 minutes East 200 feet to a stake intersecting the 13th and last line of deed conveying from Clyde M. James to Jennie R. Lezarus, as found in Liber No. 152, fello 615, one of the Land Records of Allegany County, Maryland, and running them with said property line North 3 degrees 15 minutes West 101.2 feet to a stake; then South 78 degrees 10 minutes West 216 feet to a stake on the North side of Harold Drive, the place of beginning.

Being the same property which was conveyed unto Harry C. Tucker, single, by deed of Lester J. McKenzie, widower, dated February &, ... 1952 which is recorded among the Land Records of Allegeny County,

Maryland in Liber No. 238, folio 149.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collaboration of this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mort-gages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to hold the above described land and premises unto the said mortgagee, ontheirpart to be performed, then this mortgage shall be void.

Bnb it is Egreeb that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgages, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hitbthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Six Bundred Thirty-five 00/100 - - Dollar and to cause the policy or policies issued therefor to be so framed or endersed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagers, as additional recurity for the payment of the indebted secured, do hereby set over, transfer and assign to the mortgages, its successors all rents, issues and profits accruing or falling due from said premises after default uses of this mortgage, and the mortgages is hereby authorized, in the event of such deficiency of said premises and collect all receives authorized, in the event of such deficiency of said premises and collect all receives authorized.

MER 302 PAGE 418

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governments waste, impairment or deterioration of said property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the mortgagors, hy voluntary or involuntary grant or assignment, or

Hittess, the handsand seasof said mortgagors.

Attest:

Harry C. Tucker Tucker Quel 8, [SEAL] Puth E.

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this... in the year nineteen Hundred and Fifty - four

a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry C. Tucker and Ruth E. Tucker, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

Trypess my hand and Notarial Seal the day and year aforesaid.

Bout & Jan. Notary Public.

My City Jet 24 54

1

FILED AND ASCORDED JANUARY 30" 1954 at 9:00 A.M.

This Mortgage, Made this

2921

day of

January

in the year nineteen hundred and fifty-four

, by and between

Walter B. Layton and Esther E. Layton, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Whereas, the said

Walter B. Layton and Esther E. Layton, his wife,

one Thousand (\$1,000.00) - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

-Walter B. Layton and Eather E. Layton, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and sasigns, the following property to-wit:

All those two lots designated as Lots Numbers 7 and 8 of the Cumberland Park Addition, in Allegany County, Maryland as shown on the Plat of said Cumberland Park Addition, said Plat being recorded among the Land Records of Allegany County, Maryland, in Plat Case Box No. 94, and which Lots Nos. 7 and 8 are more particularly described in one parcel as follows:

BEGINNING for the same ht a stake on the Northerly eide of Clement Street distant 150 feet from the Northwestern corner of the intersection of Clement Street and Virginis Avenue, and with said Northerly side of said Clement Street, North 52 degrees 0 minutes West 50 feet, thence North 38 degrees 0 minutes East 100 feet, thence South 52 degrees 0 minutes East 50 feet, thence South 38 degrees 0 minutes West 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Cecil V. Davis and wife, by deed dated September 23, 1948, and recorded in Liber No. 222, folio 380, one of the Land Records of Allegany County.



LIBER 302 PAGE 420

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shail pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) - - - Doilars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made atthe Mortgagee's option, prior to the full payof the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, proof any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens ievied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and stal of said mortgagor.

UBBR 302 ME 421

Walter B Laston ATTEST: (SEAL) Esther E. Layton (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby Certify, that on this 29 K day of January in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Walter B. Layton and Esther E. Layton, his wife, and each acknowledged, the foregoing mortgage to be their deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said A. The Witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written. Breadiste 216. FILED AND RECORDED FEBRUARY 1" 1954 at 8:10 A.M. This Anrigune, Made this 2974 day of January year Nineteen Hundred and fifty_four___by and between_ Ernest Valentine and Virginia R. Valentine, his wife, of Allegany County, in the State of Maryland, part of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages. WITNESSETH: Ullbereas, the said mortgages has this day loaned to the said mortgagers, the sum of Three Thousand Five Hundred 00/100 - - (\$3500.00) - - - Dollars, which said sum the mortgagers agree to repay in installments with interest there the date hereof, at the rate of 52 per cent, per annum, in the manner following: By the payment of Farty-no/150 - - (\$h0,00) - - - - - c before the first day of each and every mouth from the date hereof, until the

USBR 302 PAGE 422

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestid principal sum. The due execution of this mortgage having been a condition precedent to the

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situate, lying and being on Arch Street in the City of Cumberland, Allegany County, Maryland, and known and designated as Lot No. 115 as shown on the plat of South Side Addition to Cumberland, aforesaid, which property is particularly described as follows:

Lot. No. 115: Beginning at the end of the first line of .

Lot No. 114 and running then with Arch Street, South 18 degrees 34 minutes West 40 feet then South 71 degrees 26 minutes East 100 feet to Hattie Alley, and with that alley North 18 degrees 34 minutes East 40 feet to the end of the second line of Lot No. 114, then reversing said second line North 71 degrees 26 minutes West 100 feet to the beginning.

Being the same property which was conveyed by Lillian W. Martin, widow and others to Ernest W. Velentine and Virginia R. Valentine, his wife, by deed dated the 23rd day of December, 1946 and which is recorded among the Land Records of Allegany County, Maryland in Liber 213, folio 185.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgague may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgague or wherein the Mortgague is the Beneficiary and which is held by the Mortgague as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

1058 302 PAGE 423

heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, us successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1r part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levled on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the halance, to pay it over to the said mortgagors, heirs or assigns, and in ease of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred 00/100 - _ _ _ Dollars and to cause the policy or policles issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, Its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith In possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns. all rents, issues and profits accrulng or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governments way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this nortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—of there the mortgage written consent, the mortgage's written consent, the heirs and personal representatives and assigns, without the mortgage's written consent, then the whole of said mortgage debt intended hereby to

Attest: Attest: Walting [SEAL]

Freet Valentine

(SEAL)

Virginia R. Valentine

(SEAL)

MHR 302 ME 424

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 297N day of 1940any in the year nineteen Hundred and Fifty—four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ernest Valentine and Virginia R. Valentine, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

This Antique, Made this 19 26 day of January

in the year Nineteen Hundred and Fifty -Four _____, by and between

Hezekiah Haha, Jr. and Eloise Margaret Hahn, his wife,

of Allegany County, in the State of Maryland part les of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH;

Onbereas, the said Hezeklah Hahn, Jr. and Eloise Margaret Hahn,

Thirty-Five Dollars (\$ 35.00) per month plus interest; the first of said monthly

MDM 302 PAGE 425

MANAGER STATE OF THE PROPERTY OF THE STATE O

payments being due one month from the date of these presents and each and every month there after until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

And unbereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

Margaret Hahn, his wife,

PROPERTY AND PERSONS AND PROPERTY.

give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit: All that lot, piece or parcel of land situated on the westerly side of Utah Avenue (formerly Virginia Street), in the Eapleside Addition in the City of Gumberland, Allegany County, Maryland, known and designated as Lot Number 107 on the plat of "Mapleside" as it is recorded in Judgment Liber 22, Folio 563, among the Land Records of Allegany County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same on the Westerly side of Utah Avenue, (formerly Virginia Street) at the end of the first line of Lot No.

106 in said Mapleside Addition, and running thence with said side of

(formerly Virginia Street) at the end of the first line of Lot No. 106 in said Mapleside Addition, and running thence with said side of Ttah Avenue, South 10 degrees 10 minutes West 50 feet to the Northerly side of Sanford Street; thence with the Northerly side of Sanford Street, North 79 degrees 50 minutes West 100 feet to the Easterly side of an alley; thence with said side of said alley, North 10 degrees 10 minutes hast 50 feet to the end of the second line of

said Lot No. 106 in said Addition; thence reversing said second line South 79 degrees 50 minutes East 100 feet to the place of beginning.

It being part of the same property which was conveyed to merekian Hahm, Jr. and bloise Margaret Hahm, his wife, by Frank L. Hausman and Mary J. Hausman, his wife, by deed dated March 12, 1947, and recorded in Liber 214, Folio 37, among the Land Hecords of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Hezekiah Hahn, Jr. and Eloise Margaret Hann, his wife,

heirs, executors, administrators or assigns, do and shall pay to the said

CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Six Thousand and Five Hundred------- Dollars (\$ 6500,00 ...) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on. part to be performed, then this mortgage shall be void.

Bnd it is Egreco that until default be made in the premises, the said.

Herekiah Hahm, Jr. and Eloise Margaret Hahn, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public, liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Hezekiah Hahn, Jr. and Eloise

Margaret Hahn, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or.

P. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty deep estice of the time, place, manner and terms of sale in some newspaper, published in Cum-

LIBER 302 PAGE 426

taxes levied, and a commission of eight per	at public auction for cash, and the proceeds arising at of all expenses incident to such sale, including all cent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pe	ay it over to the said Hezekiah Hahn, Jr.
and Eloise Margaret Hahn, his	2.4 acc
in case of advertisement under the above p	ower but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor.	a, their representatives, heirs or assigns.
Bnd the said Hezekish Hehm	, Jr. and Eloise Margaret Jahn,
nis wife,	
insure forthwith, and pending the existence of	of this mortgage, to keep insured by some insurance
and the companies acceptable to the mor	tgagee or its successors or assigns the improvement
and to the amount of	of at least
Six Thousand and Five Hundred-	Dollars,
to inure to the benefit of the mortgagee their lien or claim hereunder, and to place a	erefor to be so framed or endorsed, as in case of fires, . its successors or assigns, to the extent of its or uch policy or policies forthwith in possession of the said insurance and collect the premiums thereon with
Witness, the hand and sealed said	d mortgagor s
Attest:	
Carlys & O Dranell	House Hahn JR [SEAL]
My Commission Expires May 2	Eloise Margaret Hahn [SEAL] [SEAL]
State of Maryland,	
Allegany County, to-wit:	
I hereby certify, That on thi	
in the year nineteen Hundred and Fifty -Fo	, before me, the subscriber,
a Notary Public of the State of Maryland, in	and for said County, personally appeared
	ind Eloise Margaret Hahn, his wife,
and each acknowledged the aforegoing	
act and deed; and at the same time before me	also personally appeared
M.D. Thomas M	the CUMBERLAND SAVINGS BANK, of Cumber-
the within named mortgagee, and made oath is mortgage is true and bona fide as therein set for	n due form of law, that the consideration in said
Marcus A. Naughton	further made out to the state of the state of
the Vice-President and agent, of t land, Maryland and duly authorised to make thi	the CUMRERIAND SAUTNOS TARRESTA SE
WITNESS my hand and Notarial Seal the	(Villa de la
	Evelyn & O days 00

re and was derect 1. Roll Me S. Buse acty Cty

Filed AND RECORDED FEBRUARY 1" 1954 at 1:35 P.M.

This Mortgage, Made thia...

30 th day of January

in the year Nineteen Hundred and Fifty-Four

by and between

Earl R. Downs and Marion E. Downs, his wife,

reen

Poplar.

Allegany County, in the State of Maryland

part 108 of the first part, and

Cumberland B & O Employees Federal Credit Union, a cooperative association organized and doing business under the provisions of The Pederal Credit Union Act,

Cambridge the State of C.

part J of the second part, WITNESSETH:

Unbergas, the parties of the first part are justly indebted unto the party of the second part in the full sum of TWENTY-SIX HUNDRED THIRTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$2,658.56) which was this day advanced by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged by the said parties of the first part, and

WHEREAS, the aforesaid sum of twenty-six hundred thirty-eight dollars and fifty-six cents (\$2,638.56), with interest at the rate of one (1%) per centum per month on monthly balances, is payable by the parties of the first part to the party of the second part in thirty-five (35) monthly payments of seventy-three dollars and twenty-nine cents (\$73.29) each, and one installment of seventy-three dollars and forty-four cents (\$73.44), an account of interest and principal, beginning the // day of // day of // day of each and every month thereafter until the principal sum and interest are fully paid, the said monthly payments to be applied first to the payment of interest and, secondly, to the payment of principal of the mortgage indebtedness.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do hereby give, grant, bargain and seli, convey, release and confirm unto the said the said party of the second part, its successors

EXECUTE and assigns, the following property, to-wit:

PIRST: All that lot or parcel of ground situated, lying and being in Allegamy County, Maryland, known and distinguished as Lot No. 1 on a Plat of Brotemarkle's Second Addition to Cumberland, Maryland, recorded in Plat Case, Box No. 96, of said County, and more particularly described as follows, to-wit:

Beginning at a point on Sunset Avenue where said Addition joins with the lot shown on said Plat under the name of A. H. Shiroliff, and running with said Sunset Avenue, North 8 degrees 30 minutes East 50 feet; thence North 80 degrees 34 minutes West 323.25 feet; thence South 8 degrees 10 minutes West 41.1 feet; thence South 79 degrees East 322.5 feet to the place of beginning.

Said Brotomarkle's Second Addition is a sub-division of Lot No.6

on a Plat of the Second Addition of Brotemarkle Plan which Plat is corded in Plat Case, Box No. 108.

SECOND: All those two lots or parcels of ground situated in Brote-markle's Second Addition (Amended) to the City of Cumberland, in Allegany County, Maryland, known and designated as Lots Nos. 2 and 2A on the Plat of said Addition, and particularly described as follows:

Lot No. 2: Beginning for the same at a peg on the West side of Sunrise Avenue at the Northeast corner of Lot No. 1 of said Addition, and running thence with said side of said Avenue, North 8 degrees 30 minutes East 50 feet; then North 82 degrees 8 minutes West 135 feet to the East side of Greendale Avenue; then with said side of said Avenue, South 8 degrees 30 minutes West 46-31/100 feet to the Northwesterly corner of Lot No. 1 of said Addition; then with the Northerly side of said Lot No. 1, South 80 degrees 34 minutes East 135-2/100 feet to the place of beginning.

Lot No. 2A: Beginning for the same on the Westerly side of Greendale Avenue at a point distant North 80 degrees 34 minutes West 25-2/100 feet from the end of the third line of Lot No. 2 of said Addition, and running thence with the Westerly side of Greendale Avenue, North 8 degrees 30 minutes East 45-63/100 feet; then North 82 degrees 8 minutes West 164 feet; then South 8 degrees 10 minutes West 41-1/10 feet to intersect a line drawn North 80 degrees 34 minutes West from the place of beginning; then with said intersecting line reversed, South 80 degrees 34 minutes East 163-23/100 feet to the place of beginning.

BEING the same property conveyed by Clifford F. Long et ux. to the parties of the first part by deed dated July 23, 1946, and recorded in Liber No. 210, folio 241, among the Land ecords of Allegany County, Md.

NOW, THEREFORE, FURTHER WITNESSETH:

That this mortgage shall secure such future advances, made at the option of the mortgage, prior to the full payment of the mortgage debt, provided for by Article 66, Section 2, of the 1951 edition of The Annotated Code of the Public General Laws of Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said partial of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors
or assigns, the aforesaid sum of twenty-six hundred thirty-
eight dollars and fifty-six cents (\$2,638.56), together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said parties of the first part
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part
nereby covenant to pay when legaliy demandable.
But in case of defauit being made in payment of the mortgage debt aforesaid, or of the increast thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, hen the entire mortgage debt intended to be hereby secured shall at once become due and payable,

second part, its successors

and these presents are hereby deciared to be made in trust, and the said party of the

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty

V 1

user 302 mar 429

days' notice of the time, piace, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said sale shaif be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such saie, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondiff, to the payment of all maners or said and the payment of all maners or said and the payment of all maners.	
to the payment of all moneys owing under this mortgage, whether the same shall have been then	
matured or not; and as to the balance, to pay it over to the said parties of the	
first part, their	
in case of advertisement under the above power but no saje, one-half of the above commission	
shall be allowed and paid by the mortgagor their representatives, heirs or assigns.	
and the said parties of the first part do hereby	
insure forthwith and and to the state of the	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
Company or companies acceptable to the mortgagee or its successors and assigns	
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Twenty six hundred thirty-eight & 56/100Dollars,	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
to inure to the benefit of the mortgagee , 1ts successors Maintenance assigns, to the extent	
of 1ts or his, her or their lien or claim hereunder, and to place such policy or	
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance	
and collect the premiums thereon with interest as part of the mortgage debt	
Written.	
Attest: 5 0	
SEAL)	
EARL R. DOWNS	
Fands Tarith	
MARION E. DOWNS [SEAL]	
State of Maryland,	-
Allegany County, to-wit:	
Հաացանց Ծունաը, ա-այլ:	
I hereby certify, That on this 3014. day of January	
in the year nineteen Hundred and Fifty-Four , before me, the subscriber.	
a Notary Public of the State of Maryland, in and for said County, personally appeared	
Earl R. Downs and Marion E. Downs, his wife,	
no bowns and marion E. Downs, his wife,	
and acknowledged the aforegoing mortgage to be their respective	
act and deed; and at the same time before me also personally appeared	
Herman M. Heller, Vice-President of the Cumberland B & O	
the within named mortgagee, and made oath in due form of iaw, that the consideration in said	
mortgage is true and bona fide as therein set for forth; and the said Herman M. Heller in the same manner made outh that he is Vice-resident and agent of said mortgagee association and duly authorized to make this affiliant.	
WITNESS my hand and Notarial Seal the day and year aforesaid.	
2.39	
Notary Public.	1

The street of the second secon

PILED AND RECURDED FEBRUARY 2" 1954 at 2:20 P.M.

This Mortgage, Made this

14

day of

STREET, WARREN TO

February January

in the year nineteen hundred and

fifty-four

, by and between

G. Wyatt Brenaman and E. Maythorne A. Brenaman, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

G. Wyatt Brenaman and E. Maythorne A. Brenaman, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Six Thousand (\$6,000.00) - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PART-

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

G. Wyatt Brenaman and E. Maythorne A. Brenaman, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated in the City of Cumberland, and known and distinguished as Lot No. 63, as shown on the "Amended Plat of properties of the Cumberland Homes Company, Inc., Kelly-Springfield Tire Company, et al.," dated September 15, 1923 and recorded among the Land Records of Allegany County, Maryland, in Plat Box No. 84.

It being the same property which was conveyed unto the said Mortgagors by Kathryn Fritch Vargo, et al, by deed dated the 22 day of January, 1954, and to be duly filed for record among the Land Records of Allerany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shail pay to the said mortgagee, its successors or assigns, the aforesaid sum of S1x Thousand (\$6,000.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which

LIBER 302 PAGE 431

would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the Immediate appointment of a receiver for the property described herein.

But'in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shail be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of saie, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of saie or upon the ratification thereof by the court, and the proceeds arising from such saie to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said saie, and in case said property is advertised, under the power herein contained, and no saie thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-haif of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shail have been matured or not; and as to the balance, to pay it over to the said mortgagor, hls heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

G. Mystt Brensman (SEAL)

James M. Lorley E. Maythorne A. Brenaman (SEAL)

E. Maythorne N. Brenaman

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT;

I hereby Certify, that on this / 4 day of January

in the year nineteen

act and

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

G. Wyatt Brenaman and E. Maythorne A. Brenaman, his wife,

and each acknowledged, the foregoing mortgage to be their

deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form MAR 302 PAGE 432

of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Sorley Public

Compared and Mailed Reserved.
To My City
Leb 2 + 10 54

FILED AND RECORDED FEBRUARY 2" 1954 at 1:20 P.M.

THIS MORTGAGE, Made this _____ day of January, 1954, by and between RAYMOND E. BEEMAN and ANN G. BEEMAN, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation duly organized under the laws of the United States, party of the second part, WITHESSETH:

whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Eight Thousand Two Hundred (\$8,200.00) Dollars, with interest from date at the rate of four per cent (4%) per annum, which said sum is part of the purchase price of the property hereinafter described, and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Sixty Dollars and Sixty Six Cents (\$60.66) on account of interest and principal, beginning on the law of March., 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

MON, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of one (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may me made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred Dollars (\$500.00) and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

PARCEL NO. ONE: ALL that lot, parcel, or piece of ground known as Lot No. 15 as shown on the plat of the Dilfer Farms Addition to Cumberland, Maryland, recorded in Plat Box No. 166 in the Office of the Clerk of the Court of Allegany County, Maryland, and said lot is more particularly described as follows, to-wit:

BEGINNING for said lot at a point on the Northerly side of Piedmont Avenue, distant South 36 degrees 37 minutes West 262.81feet, South 25 degrees 42 minutes West 50 feet from the intersection of the Westerly side of Trost Avenue with the Northerly side of Piedmont Avenue, said point of beginning being also the end of the fifth line in the deed from J. Walter Dilfer, et ux, to Leon M. Coleman et ux, dated the 9th day of January, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 206, folio 629; and running with eaid fifth line reversed, North 45 degrees West 232.55 feet; thence South 39 degrees 20 minutes West 47.42 feet to the dividing line between Lots Noe. 14 and 15; and with said dividing line, South 45 degrees East 245.10 feet to the Northerly side of Piedmont Avenue; thence with the Northerly eide of Piedmont Avenue; thence with the Mortherly eide of Piedmont Avenue; thence 42 minutes East 50 feet to the place of beginning.

PARCEL NO. TWO: ALL that, lot, piece, or paycel of land eituate, lying and being in Allegany County, Maryland, and being known as Lot No. 14 of the Dilfer Farme Addition to Cumberland, Allegany County, Maryland, a plat of which Addition is recorded

The state of the s

among the Land Records of Allegany County, Maryland, in Plat Box 166, and which said lot is more particularly described by courses and distances as follows, to-wit:

BEGINNING for the same at a point on the Northerly side of Piedmont Avenue where it is intersected by the division line between Lots Nos. 14 and 15 of said Addition; and running thence with said division line, North 45 degrees 00 minutes West 245.10 feet; thence South 39 degrees 20 minutes West 47.42 feet to the division line between Lots 14 and 13 of said Addition; and thence with said division line, South 45 degrees 00 minutes East 257.65 feet to Piedmont Avenue; and thence with the North side of Piedmont Avenue, North 25 degrees 42 minutes East 50 feet to the place of beginning.

It being the same property conveyed in a deed of even date herewith by W. Edward Solomon and Eleanor K. Solomon, his wife, to the said Maymond E. Beeman and Ann G. Beeman, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Eight Thousand Two Hundred (\$8,200.00) Dollars, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS ACREED, that until default be made in the premieee, the eaid parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, accessments and public liens levied on eaid property, all of which taxes, mortgage debt and interest thereon the eaid parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, accessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same,

together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of thie mortgage, them the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presente are hereby declared to be made in truet, and the said party of the second part, its euccessors or assigne, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, hie, her, or their heire or assigne; which eale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner andterms of eale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expensee incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; escondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the escond part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or aseigns, and in case of advertiesment under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the sxistence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hersby mortgaged property to the amount of at least sight Thousand Two Hundred (\$8,200.00) Dollars, and to cause the policy or policies issued therefor to be so fremed or endersed, as in case of firs, to inure to the benefit of the mortgage, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith

MAR 302 PAGE 436

in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

TRESS as to both:

Regional C. Beeman (SEAL)

Raymond E. Beeman (SEAL)

And G. Beeman

STATE OF MARYLAND. ALLEGANY COUNTY, to-wit:

1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RAYMOND E. BEEMAN and ANN G. BEEMAN, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National sank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein eet, forth.

WITNESS my hand and Notarial Seal.

Tragel D. Gods

My Commission expires May 2, 1955

UBER 302 MARE 437

Compared and General Date To Mitgee City

FILED AND RECORDED FEBRUARY 2" 1954 at 2:20 P.M.

4-4318 (Ho

MARYLAND

MORTGAGE

THIS MORTGAGE, made this and between

day of January

William B. Kelley and Alice P. Kelley, his wife,

Allegany County called the Mortgagor, and

, in the State of Maryland, hereinafter

The Liberty Trust Company, a corporation organized and existing under the laws of the State of Maryland,

at any time, without premium or fee, the entire indehtedness or any part thereof not less than the amount of

Ann Whereas, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

ANN WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

thereof, with interest, should be secured by the execution of these presents.

Now, Therevore, This Morgace Witnessett, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgager does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County - - , in the State of Maryland, to wit:

All that lot or parcel of ground situated on the South aide of Greene Street, it being part of Lots numbered 2 and 3 of Block No. 1 of Ridgedale Addition, a plat of the said Addition having been recorded in Plat Box No. 103 of the Land Records of Allegany County, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron atake set on the South side of Greene Street, said atake being slso South 78 degrees and 16 minutes East, 128 feet from the point of intersection of the Southeast side of McKinley Avenue and the South side of Greene Street, and running thence with the South aide of Green Street (True Bearings and Horizontal Measurements) South 78 degrees and 16 minutes East 25 feet to an iron stake, thence degrees and 44 minutes Weat 90 feet to a locust stake standing on the North side of a 10-foot alley, thence with the said North side of the 10-foot alley, North 78 degrees and 16 minutes West 25 feet to a locust degrees and 44 minutes East 90 feet to the beginning.

It being the same property which was conveyed unto the said Mort-gagors by Joaeph A. Rohman, widower, by deed dated the / day of day of day, and to be duly filed for record among the Land Records of Allegany

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREINDESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

TOOETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto helonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall he entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described anxion additions therefore the following absorbank has above described property and improvements unto the said Mortgages, its successors and assigns, forever in fee simple.

Provided. That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgages at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there he a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the premiums that will next hecome due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:

(I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums; (II) interest on the indebtedness secured hereby; and (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per contum (4%) of any instalment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgage for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgage for ground rents (it is to be made by the Mortgage for ground rents to be made by the Mortgage of such items. If, however, such monthly payments shall be made within thirty (30) days after written notice from the Mortgages and the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgages stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgage stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgages stating the amount of the Mortgage in accordance with the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of the not secured hereby, full payment for the entire indebtedness, the Mortgages enquires the property otherwise after dealult, the Mortgage shall apply at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the premises overed hereby, or if the Mortgage acquires the property otherwise after dealult, the Mortgage shall apply at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest acrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lies of this instrument shall remain in full force and effect during any postponement of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all

or grantee.

8. Upon a default in any of the covenants without notice to the Mortragur, to the imme without regard to the adequacy or instinuous is a default under this mortrage the Mortrague. shall be entitled, covered hereby, bt. Until there

of the said property.

LIDSR 302 PAGE 439

If there is a clault in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgage, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Sixty (60) days) and the said Mortgagor hereby authorizes and directs the said Mortgage, its successors or assigns, or the conditions of this mortgage, its substituted affault shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the bereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition therefore.

other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto. Open any sale of sale property unfer this mortgage, whether under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty (\$50.00 closes for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guarsnty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their beirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights; duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are bereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness	William D. Kelley
Oslem w atoon	William B. Relley SEAL
Offerm water	Alice P. Kelley
Jum warson	[SEAL]
) DEAL
STATE OF MARYLAND, COUNTY OF ALLEGA	ARE As and

I HEREBY CERTIFY, That on this 124 day of HEREBY CENTIFY, That on this day of Jenuary the subscriber, a Notary Public of the State of Maryland, in and for the County , 19 54 , before me, William B. Kelley and Alice P. Kelley, his wife, the above named Mortgagors, and each acknowledged the aforesaid, personally appeared foregoing mortgage to be their respective

At the same time also personally appeared Charles A. Piper the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit. At the same time also personally appeared

In TESTIMONY WHEREOF, I have hereunto set my band and affixed my official seal the day and year Believe water Notary Public.

Compared and Mailed Resert
To Mitgel Frankling Md
Leb 2 x 5 5x

LISSR 302 PAGE 441)

Files AND RECORDED FERRIDARY 3" 1954 at 8:30 A.M.
THIS MORTGAGE, Made this day of February, 1954 at 8:30 A.M. Samuel T. WALKER and Appe R. Lister bits of the state of the s
Samuel T. WALKER and tone P. WALAFR, his wife,
of FIGSTBURG, Allegany County 5, In the State of Maryland, Mortgagor 5, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.
WHEREAS the said Mortenan C 270
The Theorem
which is to be repaid in the date hereof at the office of the said Mortgagee.
NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
and premises located in Flection District No. 2 of Fronthurp, Allegany County, Md.
" Maple Stropt, Frostburg, Mo. , known as
W. Stanley & Marraret LOSSION July 21, 1007
w. Stenley & Marcaret LOSSION and more fully described in g Dee&from km. Stanley & Marcaret LOSSION recorded among Land Records of Allegany County, Maryland Liber 125 Folio 132
TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.
TO HAVE AND TO HOLD the said iot or pared of ground with the improvemen s and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, for cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shail perform all the covenants herein on part to be performed, then this mortgage shall be void.
AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor S hereby covenant to pay when legally demandable.
AND, the said Mortgagor S further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.
But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said properly, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Aliegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monitys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor S thelements of the payment of advertisement but no sale, one-half of the above commission shall he paid by the Mortgagor S thelements half so assigns, and in case of advertisement but no sale, one-half of the above
WITNESS O'IF hand seal s.
January Walker (SEAL)
ATTEST: Samuel T. Walker (SEAL)
(SEAL)
Maller (SEAL)
STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:
the subscriber, a Notary Public of the State and County aforesaid personally approach
Samuel T. WALKER & Hena P. WALKER, his wife,
the Mortgagors named in the aforegoing mortgage and they acknowledged the aforegoing mortgage to be their act. At the same also appeared WILLIAM B. YATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, and bona, hiddens the pill set forth. ANALYZIAMD, and made oath in due form of law that the consideration set forth in said mortgage is true.
Notary Public Falph M. Race
COUNTY CONTRACTOR OF THE CONTR
For when received Tt. FARE to inch to be OF the
legany County, maryland, does hereby release the within and
negoing mortgage:
the its corporate real duly officed at trouting, and, this 10th
prete sel Thomas of That (seel)
est: Relph m. Rose to fresident

FILED AND RECORDED FEBRUARY 4" 1954 at 8:30 A.M. This Mortgage, Made this 3rd __day of February, in the year Nineteen Hundred and Fifty Four by and between Dorothy A. White and John R. White, Jr., her husband, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, where the context ao admits or requires, Allegany County, in the State of Maryland part 108 of the first part, and THE NATIONAL BANK OF KEYSER, W.Va. a corporation, hereinafter called Mortgagee, which expression shall include ita personal representatives, succeasors and asaigna, where the context so admita or requires, Mineral County, in the State of Weat Virginia part 7 ____of the second part, WITNESSETH:

Wilbercas, The said Mortgagors now at and indebted unto the said Mortgagee in the full and just sum of SEVEN HUNDRED EIGHT DOLLARS and Fifty Cents (\$708.50), as evidenced by their installment note of even date herewith, payable in seventeen (17) monthly installments of \$39.30 each and one installment of \$39.40, one of which is due on the 3rd day of each succeeding month hereafter until the entire principal sum has been paid.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Dorothy A. White and John R. White, Jr.,

do give, grant, bargain and sell, convey, release and confirm unto the said. The National Bank of Keyser, Weat Virginia, a corporation, its successors and assigns,

**The National Bank of Keyser, Weat Virginia, a corporation, its successors and assigns,

**The National Bank of Keyser, Weat Virginia, a corporation, its successors and assigns,

All of the following described real estate situated and located in Allegany County, Maryland, near the town of Midland, to-wit:

All of that tract of Tand known as the Village Mining Lot located on the Vale Summit Road in Allegany County, Maryland, beginning for the same at a point on the said County Road at the end of the first line of all that lot or parcel of ground

conveyed by Christopher Roberts and wife, to Thomas Fair and wife, by deed dated October 17, 1890, and running thence with said County Road North thirty four degrees East two hundred and thirty (230) feet; thence North thirty six degrees East six and seven tenths feet; thence South eighty eight degrees West two hundred and fifty two feet to the middle of Neff's Run, thence South twenty one degrees twenty minutes West one hundred and sixty five feet, thence South eighty degrees East one hundred and eighty eight feet to the place of beginning.

SAVING, AND EXCEPTING, HOWEVER, from the aforesaid property all that part thereof which was conveyed by Thomas Murphy and wife to Thomas Fair and wife by deed dated August 18,1892, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 72 Folio 436.

SUBJECT HOWEVER, to that certain agreement between the asid parties of the first part herein with the Potomac Edison Co., for pole rights, dated July 3,1952, and recorded in Liber 243, Folio 32, among the Land Records of Allegany County, Maryland.

Being the same real estate conveyed to Dorothy A. White by deed from Burl L.Seorist and Grace Seoriat, his wife, dated the 15th day of October, 1952 and recorded in Liber 245, folio 238, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Dorothy A. White and John R. White, Jr., heirs, executors, administrators or assigns, do and shall pay to the said The National Bank of Keyaer, West Virginia, a corporation, its Seven Hundred Eight Dollars and Fifty centa (\$708.50) in manner and form as hereinbefore provided, and the monthly payments as herein aet forth. together with the interest thereon, as and when the same shall become due and payable, and In

the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be vold.

And it is Agreed that until default be made in the premises, the said.

Dorothy A. White and John R. White , Jr., their heirs, personal

representatives or assigns,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Dorothy A. White and John R. White, Jr,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

The National Bank of Keyser, West Virginia, a occupantion, its

LOSR 302 MOE 443

personal representatives, successors,	- 11
beien resembly colorisists and assigns, or	
nis, ner or their duly constituted attorney or agent and bearing the	t any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be nece	SSATV.
	heira
from such sale to apply first to the newment of all cuction for cash, and the proceeds a	rising
from such sale to apply first to the payment of all expenses incident to such sale, including to the payment of all moneys owing under this meanty selling or making said sale; seed to the payment of all moneys owing under this meanty selling or making said sale; seed	g all
to the payment of all moneys owing under this mortgage, whether the same shall have been	ndly,
mothers are same shall have been	then
matured or not; and as to the balance, to pay it over to the said	
Dorothy A. White and John R. White, Jr, their	
	, and
in case of advertisement under the above power but no sale, one-half of the above commishall be allowed and pald by the mortgagor their representatives heirs or assignations.	ssion
stant be allowed and paid by the mortgagor their representatives, heirs or ass	igns.
End the said Dorothy A. White and John R. White, Jr.,	Ш
her husband,	
further covenes	t to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insur	
Company of the state of the sta	ance
Company or companies acceptable to the mortgagee or its successors or	l
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Seven Hundred Eight and 50/100,-	
To a	lars,
and to cause the policy or policles issued therefor to be so framed or endorsed, as in case of f	rea
to inure to the benefit of it. 108 SUCCESSORS	11
the state of assigns, to the ex	- 11
of its AKEr lien or claim hereunder, and to place such police	
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insura	or
and collect the premiums thereon with interest as part of the mortgage debt	nce
A MAIN	H
Hittiess, the hand and seal of said mortgagor	
A state of and mortgagor	Į!
- Attest	
Company 1 -1 2210:	
Dorothy A. White [SEA	an 👭
Dorothy A. White	
SEA	LI
V. John H. Milled Jore,	-
THE NATIONAL PARTY [SEA	L]
THE NATIONAL BANK OF KEYSER, W. VA. & COPP	oration.
[SEA	L]
BY Joseph Destate IT	
Joseph R.Patchett, Its President.	
Maryland	- 1
State of Ministration.	
Mineral	
Alloguity County, to-wit:	
	- 1
I hereby certify, That on this 3 day of February	1
	-
in the year nineteen Hundred and Fifty. Four before me, the subscrib	
a Notary Public of the State of Maryland, in and for said County, personally appeared Doro	thy
A. White and John R. White, Jr., her husband, whose names are signe the writing hereto, and being the within named mortgsgors,	d to
the writing hereto, and being the writin hamed mortgagors,	
and each acknowledged the aforeming most their meanantive	
and each acknowledged the aforegoing mortgage to be their respective	_
act and deed; and at the same time before me also personally appeared Joseph E.Patohe	tt.
Persident of The National Bank of Keyser, W.Va., a corporation,	
or move, a corporation,	1 1 M
and made oath in due form of law, that the consideration in as	
Day, that the consideration in sa	id ,
true and bona fide as therein set for forth.	
DE WALLESS my hand and Notarial Seal the day and year aforesaid.	
None ission expires AN 5, 1954	
Physical Phy	
O XXXIII	E STATE OF THE PARTY OF

To be st. Legge atty Oty Jeh 24 19 54

FILED AND RECURDED FEBRUARY 4" 1954 at 1:30 P.M.	
This Mortgage, Made this 4 TN day of FEBRURRY in the	
year Nineteen Hundred and fifty-four by and between	
Carl J. Godwin and Virginia #. Godwin, his wife,	
of Allegany County, in the State of Maryland, part 125of the first part, here-	1999
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body	DATION TAX
corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.	4002
WITNESSETH:	-
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	7
Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of	機能的
Three Thousand Six Hundred 00/100 (\$3600.00) Dollars,	DESIGNATION TAX
which said sum the mortgagors agree to repay in installments with interest thereon from	The same
the date hereof, at the rate of 52 per cent. per annum, in the manner following:	7,300900
By the payment of Thirty-six 00/100 (\$36.00)	7
on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month,	

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at Le maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the northerly mide of Columbia Street, in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 47 in Gephart's Second Addition to Cumberland, and particularly described as follows, to-wit:

Beginning at a point on the northerly side of Columbia Street, at the end of the first line of the lot of ground conveyed to John Smith by Rebecca E. Henderson and others by deed dated July 10, 1893, and recorded among the Land Records of Allegany County in Liber No. 74, folio 194, and running then with Columbia Street, South 59 degrees and 20 minutes East 31 feet to the corner of Lot No. 48 in said Addition, and then with the line of Lot No. 48, at right angles to Columbia Street, North 30 degrees and 40 minutes East 138 feet to Pine Alley, then with Pine Alley, to the line of eaid Smith lot, and with the said line reversed, South 30 degrees and 40 minutes West 128 feet to the beginning.

Being the eams property conveyed by William Edgar McCullough and Mary Alice McCullough, his wife, Mary Elizabeth McCullough, unmarried, Virginia White (McCullough) Godwin and Carl Jones Godwin, her husband, and John Calvin McCullough and Ella Elizabeth McCullough, his wife, to Carl J. Godwin and Virginia W. Godwin, his wife, by deed dated the 25th day of April, 1947, and which is recorded among the Land Records of Allegany County, Maryland in Liber No. 214, folio 650.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1 part to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortrage debt aforesid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all more of owing under this mortgage, whether the same shall have then

UBER 302 MME 446

the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Six Hundred 00/100 - - - (\$3600.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no mortgagor to keep the buildings on said property, or any part thereof, and upon the failure of the demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or af

Illittess, the handsand sealed said mortgagors.

Attest:	6010	
A JA	Carl J. Godwin	(SEAL)
Gradel XX aria	Virginia M. Godwin	(SEAL)
	Virginia W. Godwin	(SEAL)
State of Maryland,	ATISTITE M. GOOMIN	~

State of Maryland, Allegany County, to-wit:

A AA

I hereby certify, That on this ATN day of FEBRUARY

in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl J. Godwin and Virginia h. Godwin, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

and and Notarial Seal the day and year aforesaid.

Motory Pr

the of Lagge lety city

FILED AND RECURDED FEBRUARY 4" 1954 at 1:30 B ...

	This Murinage, Made this 3es day of FEDRUARY in the year Nineteen Hundred and fifty four by and between J. Wilbur Powell and Evelyn H. Powell, his wife,	Kara .
	of Allegany County, in the State of Maryland, part lasof the first part, here- inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary- land, party of the second part, hereinafter called mortgages.	
	WITNESSETH: COLDECCES, the said mortgages has this day loaned to the said mortgagors, the sum of Eight Thousand Six Hundred Fifty 00/100 - (\$8650.00) - Dollars, which said sum the mortgagors agree to repay in installments with interest the	
1 1	By the payment of Fifty-saven 09/100 (\$57.09) Dollars on or before the first day of each and every month from the date hersof, smill the whole of said and the said installment payment may be applied by the mortgages in the following order: (1) to of every nature and description, ground rent, fire and tornado insurance premiums and other said principal sum. The due execution of this mortgage in the following order: (2) to the payment of all taxes, water rent, assessments or public charges charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the	
	Flow Therefore; in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagors do give, grant bargain and sell, convey, ag described property, to-wit:	

All those four adjacent pieces or parcels of land situated, lying and being on the northerly side of Frederick Street in the City of Cumberland, Allegany County, Maryland, known and designated as whole Lots Nos. 148, 149, 150, and 151 in the "Welch Home Second Addition, Bedford Street Extended, Cumberland, Maryland," as shown on the Plat of the same which, along with the courses and distances for said Addition, is recorded in Liber 120, folio 23, among the Land Records of said Allegany County, particularly described as a whole as follows:

Beginning for the same at a point on the northerly side of Frederick Street where the same is intersected by the dividing line between whole Lots Nos. 151 and 152 in said Addition, and running then with the whole of that dividing line, North 52 degrees 40 minutes West 138 feet to the southerly side of a 12 foot alley; then with said side of said alley, South 37 degrees 20 minutes West 100 feet to the southwesterly side of whole Lot No. 148 in said Addition; then with the whole of that side of said Lot No. 148 South 52 degrees 40 minutes East 138 feet to the northerly side of Frederick Street; then with said side of Frederick Street, North 37 degrees 20 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of George J. Fritts and Edith Kemp Fritts, his wife, dated October 12, 1945, which is recorded in Liber No. 205, folio 553, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the impart to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortinges, its successors or assigns, or George W. Legge, its duly constituted attorns or agent are hereby authorized and empowered

LIBER 302 PAGE 449

at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their helrs notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such mission of eight per cent, to the party selling or making sald sale; secondly, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making sald sale; secondly, to the payment of all the balance, to pay it over to the said mortgage, whether the same shall have then matured or not; and as to under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fight Thousand Six Hundred Fifty 00/100 - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to hereunder, and to place such policy or policies forthwith in possession of the mortgagee, its successors or assigns, to the extent of its lien or claim mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personmortgage on or before March 15th of each year tax recipts evidencing the payment of all lawdencing the payment of all liens for public improvements within ninety days after the same shall mental levies that may be made on the mortgaged property, on this mortgage or note, or in any waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the demand the immediate repair of said buildings or an Incease in the amount of security, or the wifth said demand of the mortgagee for a period of thirty days shall constitute a breach of this hereby secured, and the mortgage may, without notice, Institute proceedings to forciose this mortgage, and at the option of the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, in any action to foreclose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagee's written consent, or should the same be encumbered by the mortgagors, their her here on the payment of any security for the debt in mortgage, without the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the therefore the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions

Witness, the handsand sealed said mortgagors .

Attest: [SEAL] Evelyn H. State of Margiano,

Allegany County, to-wit:

I hereby certify, That on this. JRD

day of FEDRUARY

in the year nineteen Hundred and Fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared

J. Wilbur Powell and Evelyn H. Powell, his wife, and deed; and at the same time before me also personally appeared George W. Logge, Attorney and songed the aforegoing mortgage to be their act agent for the within named mortgages and made oath in due form of law, that the consideration

said mortgage is true and bone fide as therein set forth, and did further make oath in due form ad the proper authority to make this affidavit as agent for the said mortgages. Lay hand and Notarial Seel the day and

Compared and cent Delivered & To Mitgee City

FILED AND RECORDED FEBRUARY 5" 1954 at 2:20 P.M.

This Mortgage, Made this

5 th

day of

February in the year nineteen hundred and fifty-four

, by and between

James B. Paxton and Beulah G. Paxton, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

James B. Paxton and Beulah G. Paxton, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Two Thousand Fifty (\$2,050.00) - - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James B. Paxton and Beulah B. Paxton, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land situated about six miles
Easterly of the City of Cumberland, Allegany County, State of Maryland
near the Williams Road, and being part of a tract of land called
Canal Warehouse Resurveyed, which said parcel hereby intended to be
conveyed is more particularly described as follows:

BEGINNING at a stake planted at the beginning of the first line of that part of said-tract which was conveyed unto Joseph B. Stafford and wife, by Martha Stafford and others, by deed dated October 26,

1935, and recorded in Liber No. 173, folio 566, one of the Land Records of Allegany County, and running thence with part of said first line a distance of 568 feet, thence leaving said first line and running in a Southwesterly direction 264 feet to an iron peg, thence running in a Northwesterly direction 568 feet, more or less, to sn iron peg planted along the last line of that part of said tract as described in the above mentioned deed, thence with said last line thereof 198 feet, more or less, to the place of beginning. Containing about five acres of land.

It being the same property which was conveyed unto the said Mortgagors by Joseph B. Stafford and wife, by deed dated the 24th day of July, 1942, and recorded in Liber No. 194, folio 24, one of the Land Records of Allegany County.

Subject to Reservation in perpetuity of the right of way for

ingress and egress in favor of Joseph B. Stafford and wife, as set forth in the deed above referred to.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Fifty (\$2,050.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED that until default is made and no longer the mortgage.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of saie, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of sight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall-have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, persillal repre

MOR 302 PAGE 452

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand Fifty (\$2,050.00) - - - - Doilars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:	James B. Paxton	_(SEAL)
Guargan Smith:	Beulah & Paston Beulah G. Paxton	_(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this day of February in the year nineteen hundred and Fifty-Four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

James B. Paxton and Beulah G. Paxton, his wife.

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,—President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said

In whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Forly Motary Public

An value received, The Liberty Trust company of Cumberland, manyland, horeby releases the within and afterfoing mortgage:
Witness the signature of said The Reberty Trust Company of Cumberland, merghand, by its vice Bresident and its Corporate
Seal duly extented by its visit decretary, this 21st day of may 1954.

(Corporate seal)

The Riberty Trust Company
Altest: Comeron to Otto

of Cumberland, Maryland

aux secretary

The Resident

100 MOE 453

Mtye Frankry Md

Feb 4 64
BILED AND RECORDED FEBRUARY 6" 1954 at 9:10 A.M.
Chis Anrigage, Made this 4th day of February
in the year Nineteen Hundred and fifty-four , by and between
JAMES GREEN and MARGARET MARIE GREEN, his wife
of Allegany County, in the State of Maryland
parties of the first part, and FROSTE'IRG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in
of Frostburg, Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:
171.6

Thereas, the said parties of the first part are justly indebted unto the saod party of the second part, its successors and assigns, in

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part a 1ts successors ASSES and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground, situated in Midland, Allegany County, Maryland, and being a part of the "Resurvey of Elk Lick", which is more perticularly described as follows, to wit:

EEGINNING at a stake North sixty-nine degrees West fourteen feet from the beginning of the deed from Hampshire and Baltimore Coal Company to Salem Koontz, recorded among the Land Records of Allegany County, Maryland, in Liber T.L. No. 60, folio 549, and running thence with a fourteen foot road, South twenty-one degrees West two hundred and twenty-five feet to a fifteen-foot road, and with it North sixty-eight degrees West forty-three and five-tenths feet to the limits of the Cumberland and Pennsylvania Railroad Company's land, North twenty-eight and one-half degrees East ninety-nine feet with said Railroad land, then North thirty-six degrees East one hundred and thirty-one feet to the beginning; containing one-seventh of an acre.

IT being the same property which was conveyed to Alvin James Green and Margaret Marie Green, his wife, by deed of Robert MacDonald Bruce, Trustee, dated December 28, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber Nd. 207, folio 187.

Congriter with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frontided, that if the said parties of the first part, the ineirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of

NIME HUNDRED DOLLARS (\$900.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the ir part to be performed, then this mortgage shall be vold. And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, ail taxes, assessments and public fiens levied on said property, all which taxes, mortgage debt and interest thereon, the said part 108 of the first part hereby covenant — to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors here excense administrator and assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgsged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part , their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors or acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least NINE HUNDRED and 00/100 (\$900.00) ---- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , 1ts successors assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness, the hands and seals of said mortgagons . Witness: (as to Both) full m. Jose margaret maire Green [Seal] State of Maryland, Allegany County, to-wit: I hereby certify, That on this 4-th day of February in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared aach acknowledged the aforegoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,

302 ME 455

Cashier of the Prostburg National Bank,

and made oath in due form of law, that the consideration in said another is true and bona fide as therein set forth; and the said F. Earl Kreitzburg for the said south that he is the Cashier and Agent of the within named worthware and duly authorized by it to make this affidavit.

For value received, the Frostburg national Bank hereby releases the within and aforgoing mortgage mortgage of a witness whereof, the soil book has caused to corporate name to be signed by its trice trained to the corporate Seal affixed, duly attested by its Carbier this 2d day of duguet, 1954.

(conforate lead training by William & Janking Western Street Resident

THE PARTY OF THE P

FILED AND RECURDED FEBRUARY 6" 1954 at 9:15 A.M. PURCHASE MONEY

This Mortgage, Made this... day of February

in the year Nineteen Hundred and fifty-four , by and between

HERBERT G. LEWIS and GLADYS P. LEWIS, his wife,

Allegany

County, in the State of Maryland part ins of the first part, and

HOWARD M. SPIKER, unmarried,

County, in the State of Maryland Allegany

party _____of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Thirty-five Hundred Dollars (\$3500.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of five per cent per annum in monthly installments of not less than Thirty-five Dollars (\$35.00) each; said payments include both principal and interest, which interest will be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue

until said principal and interest are fully paid.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Nom Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof.

UBER 302 PAGE 450

SEXT OF ST. THE SEXT OF STREET OF SEXT OF SEXT OF SEXT.

together with the interest thereon, including any future advances, the said part.ics of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part his helrs and assigns, the following property, to-wit:

All that lot or parcel of land known as Lot No. 379 of the Humbird Land and Improvement Company's Addition, situated at the northeast corner of Mary Street and an un-named alley in the City of Cumberland, Allegany County, Maryland, and running with Mary Street, South 53-1/2 degrees East 30 feet to the beginning of the first line of Lot No. 380, and with the fourth line of Lot No. 380 reversed, North 36-1/2 degrees East 125 feet to an alley, and with said alley, North 53-1/2 degrees West 30 feet to above mentioned un-named alley, then binding on said alley, South 36-1/2 degrees West 125 feet to the point of beginning on Mary Street.

IT being the same property which was conveyed to Herbert G. Lewis et ux by Gilbert H. Hausman et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property herein described and conveyed.

Engether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Browthed, that if the said part iss of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part his executor , administrator or assigns, the aforesaid sum of ... - - - Thirty-five Hundred Dollars - - - - - - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants berein on their part to be performed, then this mortgage shall be void. And if is Agreed that until default be made in the premises, the said part ica of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part y ... of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party. of the second part. his heirs, executors, administrators and assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ics of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor . their representatives, heirs or assigns. And the said partian of the first part further covenant to insure forthwith, and

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or his assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five Hundred - - - - (\$3500.00) = Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire

ues 302 max 457

assigns, to the extent of_ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness, the hands and seals of said mortgagors. Mary a Swan Sladys P. Lewis [Seal]

Mary a Swan Sladys P. Lewis [Seal] State of Maryland. Allegany County, to-wit: I hereby certify, That on this 5th day of February

in the year nineteen hundred and fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared Herbert G. Lewis and Gladys P. Lewis, his wife, and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared. Howard M. Spiker, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth. hand and Notarial Scal the day and year aforesaid.

Mary a. Swan Notary Public

LIEST 302 MIE 458

FILED AND RECORDED FEBRUARY 6" 1954 at 9:30 A.M. FURCHASE MONEY This Mortgage, Made this day of January	
in the year Nineteen Hundred and Fifty-four by and be irvin Shroyer, Jr. and Mary Ellen Shroyer, his wife,	rtween
of Allegany County, in the State of Haryland	
part iss of the first part, and	
Uscar H. Leydig and Bertie L. Leydig, his wife,	
of Allegany County, in the State of Maryland	
part y of the second part, WITNESSETH:	
Wilbercas, the Parties of the First Part are justly and bond ridely indebted unto the Parties of the Second Part in the full and just sum of One Thousand might hundred (\$1,800.00) Dollars, and which said principal sum or any balance thereof shall bear interest at the rate of 3½ per annum, and which said principal sum and interest shall be repaid in equal monthly installments hereafter of Twenty (\$20.00) Dollars each, and out of each such payment iirst shail be computed and deducted the interest upon principal sum or any unpaid balance thereof, and the balance of said monthly payments applied to the reduction of the said principal sum, the first of which said payments shall become due and payable on the 1st day of February, 1954, and monthly thereafter upon the first day of each succeeding month until fully paid; withe right reserved unto the Parties of the First Part to prepay any or all of said principal and interest at any time prior to imaturity.	the
How Therefore, in consideration of the premises, and of the sum of one dollar in	hend
paid, and in order to secure the prompt payment of the said indebtedness at the maturity t	
of, together with the interest thereon, the said	
Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife,	
do give, grant, bargain and sell, convey, release and confirm unto the said	
Oscar H. Leydig and Bertie L. Leydig, his wife, their	
heirs and assigns, the following property, to-wit:	5
All that lot, piece, or parcel of land situate, lying, and ing in the Village of Ellerslie, Allegany County, Maryland, and being known as Lot No. 14 of the andrew Hamsey Company's addition the said from of Ellerslie, in Allegany County, Maryland, a plat which is recorded among the Land Records of Allegany County, Maryland, a plat of which is recorded among the Land Records of Allegany County, in Liber No. 131, folio 725, and more particularly described as a whole for the said lot hereby conveyed as follows, to-with BEGINNING for the said Lot No. 14 at the end of the first liberty and the said Lot No. 14 at the end of the first liberty and the said Lot No. 14 at the end of the first liberty conveyed as follows, to-with the said Lot No. 14 at the end of the first liberty conveyed as follows.	n to of y- gany ibed
of Lot No. 13, as shown in the deed of the Andrew Hamsey Company unto John R. Close, dated the 17th day of September, 1920, and recorded in Liber No. 138, folio 547, and as shown on the aforesaid	BEST

plat; and running thence with the second line of said deed, North 13 degrees 37 minutes mast 50 feet to a stake; thence leaving the State Road and running with the division line between Lots No. 14 and No. 15 as shown on the aforesaid plat, South 76 degrees 23 minutes East 100 feet to a 12-foot aliey; thence with said alley, South 13 degrees 47 minutes West 42.5 feet to a stake at the end of the division line between Lots No. 13 and No. 14; thence with said division line, North 79 degrees 25 minutes west 100 feet to the place of beginning.

The AFUREDAID PROPERTY is the same property conveyed by deed dat4d the 5th day of January, 1954, by and between Richard L. Close and Nina M. Close, his wife, and Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife, and which said deed is recorded in Liber No.

Together with the buildings and improvements thereon, and the rights, roads, ways,

Drovided, that if the said Irvin phroyer, Jr., and Mary Ellen phroyer,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

nis wife, their heirs, executors, administrators or assigns, do and shall pay to the said Uscar H. Leydig and Bertie L. Leydig, his wife, their executors , administrators or assigns, the aforesaid sum of One Thousand Eight Mundred (\$1,800.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Egreed that until default be made in the premises, the said. Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife, may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said.

Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

Oscar H. Leydig and Bertie L. Leydig, his wife, their

heirs, executors, administrators and assigns, or Karl E. Manges
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
data, police of the time, place, manner and terms of sale in some newspaper published in
the process arising from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Arvin Shroyer, Jr.,

and Mary milen Shroyer, his wife, their in case of advertisement under the above power but no sale, one-half of the above commisshall be allowed and paid by the mortgagora, the irr representatives, heirs or assistant the commission of the above commission. heirs or assigns, and representatives, heirs or assigns.

Bild the said Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife, further covenant to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgages or thair assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand Sight Hundred (\$1,800.00) ---- Dellars, and to cause the policy or policits issued therefor to be so framed or endorsed, as in case of fire

LESR 302 PAGE 460

Mitness, the hand and seal of said mortgagous:

East Engly I win Shroyer, Jr. Carl F. On Angle Mary Ellen Shroyer

State of Maryland,

Allegany County, to-wit:

Interest certify, That on this _________ day of January
in the year nineteen Hundred and Fifty-four ________, before me, the subscriber.
a Notary Public of the State of Maryland, in and for said County, personally appeared
Lrvin Shroyer, Jr., and Mary Ellen Shroyer, his wife,

and each ______acknowledged the aforegoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared
Uscar H. Leydig and Bertie L. Leydig, his wife,

the within named mortgagee, and made oath in due form of law, that the consideration in said true and bona fide as therein set for forth.

TNESS my hand and Notarial Seal the day and year aforesaid.

Earl Edmund Prayes Notary Public.

Compared and Valled Eccusy
To Migel City
Jeb 2 411 54

FILED AND RECORDED FEBRUARY 6" 1954 at 11:45 I.M.

THIS MORTGAGE, made this 5th day of Jelman,

1924, by and between ROBERT C. WILLIAMS and EVA M. WILLIAMS, his
wife, or Allegany County, Maryland, parties of the first part,
and THE FIRST MATIUMAL BANK OF COMBRMIAND, a banking corporation,

duly organized under the laws of the United States, party of the second part, WITNESSETH:

bona fide indebted unto the party of the second part in the rull and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay In equal monthly installments of Thirty Six Dollars and Firty Two Cents (\$30.52) on account or interest and principal, payments to begin on the 5th day of March 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal or the mortgage indebtedness.

NOW, THEREFORE, THIS MONTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum or One (\$1.00) pollar in hand paid, and in order to secure the prompt payment or the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and cell, convey, release and confirm unto the said party of the second part, ite successore and assigns:

ALL those lots or parcels of ground known as Lote No. 105 and 106 in Goethe Street Addition in Cumberland, Allegany County, Maryland, the plat of said Addition which is filed among the Plat Records of Allegany County, Maryland, the said lote lying on Princeton Avenue, but what is also called Schade's Lane, and more particularly described as follows, to-wit:

LOT NO. 105: BEGINNING at a peg on the North eide of Princeton Avenue at the end of the first line of Lot No. 104, and running thence with said Avenue North 36 degrees 40 minutes Bast 25 feet, thence North 53 degrees 20 minutes West 128 feet to a fifteen foot alley, and with said Alley South 36 degrees 06 minutes

West 25 feet to the end of the second line of Lot No. 104, and with said line reversed South 53 degrees 20 minutes East 127.75 feet to the beginning.

LOT NO. 106: BEGINNING at a peg on the North side of Princeton Avenue at the end of the first line of Lot No. 105 and running with said Avenue North 36 degrees 40 minutes East 25 feet, thence North 53 degrees 20 minutes West 128.25 feet to a fifteen foot alley and with said alley South 36 degrees 06 minutes West 25 feet to the end of the second line of Lot No. 105 and with said line reversed, South 53 degrees 20 minutes East 128 feet to the beginning.

It being the same property conveyed to the first parties by William Gway and Elizabeth M. Gray, his wife, by deed dated the 17th day of May, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber 242, folio 443.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred (\$2,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, them this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or

in part, or in any agreement, covenant, or condition of this mortgage, than the entire mortgage debt intended to be hereby sscursd, including such future advances as may be made by the party of the second part to the parties of the first part ae hersinbefore sst forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the eaid party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hersby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, hie, her or their heire or assigne; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the tims, place, manner and terms of sale in some newspaper published in Allsgany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such eale to apply first, to the payment of all expensee incident to such eale, including taxee and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such futurs advances as may be made by the party of the second part to the parties of the first part as harsinbafore ast forth, whether the same shall have than matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

П

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hersby mortgaged property to the amount of at least two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of firs, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

TITIESS the hands and scale of the said sortgagors.

UBBR 302 MIE 464

WITNESS as to both:

STATE OF MARYLAND, ALLECANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 5 th day of February 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared HOBERT C. WILLIAMS and EVA M. WILLIAMS, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth. WITNESS my hand and Notarial Seal. Motary Public
Ny Commission expires May 2, 1985 Compared an Mail Lauris Tom & Reinhart Laberty In Blag FILED AND RECORDED FEBRUARY 9" 1954 at 10:20 A.M. This Mortgage, Made this 8th day of February in the year Nineteen Hundred and Fifty Four GRORGE E. MICHAEL and RUTH L. MICHAEL, his wife, of Allegang County, in the State of Maryland parting_of the first part, and__ MARY E. REINHART,

П

MOR 302 PAGE 465

of	Al	les	rany

County, in the State of Maryland

arty _____of the second part, WITNESSETH:

Undercas. The parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Bight Thousand Bollars, (\$8,000.00), which said sum the parties of the first part promise to pay unto the party of the second part One (1) year after date, with interest thereon at the rate of Five Per Centum (5%) Per Annum payable quarterly with the right to make payment in

(5%) Per Annum, payable quarterly, with the right to make payment in whole or in part of any amount on the principal of said indebtedness at any interest paying period.

The sum hereby secured being in part purchase money for the hereinafter described property, and is, therefore, a Purchase Money Mortgage.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said.

parties of the first part

do

give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, her

heirs and assigns, the following property, to-wit:

All of the following described tracts or parcels of land lying and being on or near the Southerly side of the National Road about five miles Westerly of the City of Cumberland, in Allegany County, State of Maryland, which are particularly described as follows:

FIRST PARCEL: BEGINNING for the outlines of the same at a point on the Southerly side of the National Road at the Northwesterly corner of Lot No. 11 of the Long lots, as laid out by Webster B. Long, a plat of which said lots is in the possession of the parties of the firt part, said beginning point being also South 44 degrees 08 minutes West 208 feet from the intersection of the Southerly side of the afore said National Road and the Westerly side of a 20 feet roadway, and running thence with the Southerly side of the aforesaid National Road,

South 44 degrees, 08 minutes West 102 feet to the Northeasterly corner of the land formerly owned by George Gray, thence with the Easterly line of said land South 44 degrees 30 minutes East 168.5 feet; then North 42 degrees, 43 minutes East 109 feet to the Southwesterly corner of the aforesaid Lot No. 11 of the said Long lots; then with the Westerly line of the said Lot No. 11, North 46 degrees, 45 minutes West 166.0 feet to the beginning. It being Lots Nos. 12 and 13 of the aforesaid Long Lots.

SECOND PARCEL: BEGINNING for the outlines of the same at a point on the Southerly side of the National Road, at the Northwesterly corner of Lot No. 9 of which said lots is in possession of Frederick W. Meisel (a former owner of the property hereby conveyed) which said beginning point is also South 44 degrees 08 minutes West 108 feet from the intersection of the Southerly side of the aforesaid National Road with the Westerly side of a 20 foot road-way, and running thence with the Southerly side of the aforesaid National Road, South 44 degrees 08 minutes West 100 feet, then parallel with the Wosterly side of the aforesaid 20 foot road-way, South 46 degrees 45 minutes East 166.1 feet, then North 42 degrees 43 minutes East 100 feet to the Southwesterly corner of the aforesaid Lot No. 9, of the said Long Lots, then with the Westerly line of the aforesaid Lot No. 9, North 46 degrees 45 minutes West 163.7 feet to the beginning.

THIRD PARCEL: BEGINNING for the same at an iron pin on the West bank of Braddeck's Run, it being at the end of the second line of the whole tract of land, of which this is a part, which was conveyed and particularly desoribed as the first parcel of land in a certain deed from Frances R. Kifer, et al., to Anthony L. Logsdon, et ux., dated November 18, 1927, and recorded in Liber 156, folio 650, one of the Land Records of Allegany County, Maryland; and running thence with the whole of the third, fourth, fifth, sixth and seventh line of said whole parcel of land the following courses and distances:

North 60 degrees 38 minutes East 346.1 feet North 15 degrees 15 minutes West 310.9 feet; South 44 degrees 33 minutes West 314 feet; South 43 degrees 15 minutes East 26 feet; South 40 degrees 15 minutes

UBBR 302 ME 466

West 157 feet; thence with the whole of the eighth line of said whole tract and with a projection of the same as well, South 32 degrees 15 minutes East 152 feet to the place of beginning.

Excepting, however, from this parcel a small roctangular portion thereof being 26 feet by 44.5 feet which was sold away by J. Milton

1

Twigg and Esther B. Twigg, his wife, unto James Edgar Stevens and Florence E. Stevens, his wife, by deed dated April 17, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber 196, folio 263.

IT BEING the same property which was conveyed unto the said George E. Michael and Ruth I. Michael, his wife, by G. Roy Sutherland and Celia A. Sutherland, his wife, by deed dated the 22 day of February, 1954, and duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her heirs, executors, administrators or assigns, the aforesaid sum of Eight Thousand Dollars, (\$8,000.00), together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public itens levied on said property, all which taxes mortgage debt and interest thereon, the saidparties_of_the_first_part
the meantime, all taxes, assessments and public liens levied on said property, all which taxes mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby deciared to be made in trust, and the said party of the second part, her meirs, executors, administrators and assigns, or Edward J. Ryan mis, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any me thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty ays' notice of the time, piace, manner and terms of sale in some newspaper published in Cum- ereland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission and case of advertisement under the above power but no sale, one-half of the above commission therefore the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission therefore the first part.
the meantime, all taxes, assessments and public liens levied on said property, all which taxes mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby deciared to be made in trust, and the said party of the second part, her meirs, executors, administrators and assigns, or Edward J. Ryan mis, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any me thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty ays' notice of the time, piace, manner and terms of sale in some newspaper published in Cum- ereland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission and case of advertisement under the above power but no sale, one-half of the above commission therefore the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission therefore the first part.
hereby covenant to pay when iegaily demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby deciared to be made in trust, and the said party of the second part, her meirs, executors, administrators and assigns, or Edward J. Byan mis, her or their duiy constituted attorney or agent, are hereby authorized and empowered, at any ime thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs are assigns; which sale shall be made in manner following to-wit: By giving at least twenty ays' notice of the time, place, manner and terms of sale in some newspaper published in Cum- cerland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Darties of the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission and be allowed and paid by the mortgagor s, their representatives, heirs or assigns. But the said parties of the first part
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby deciared to be made in trust, and the said party of the second part, her meirs, executors, administrators and assigns, or Edward J. Ryan mis, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any ime thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs avay'notice of the time, place, manner and terms of sale in some newspaper published in Cum- erland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and are case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Elido the sald parties of the first part
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby deciared to be made in trust, and the said party of the second part, her meirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any ime thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs assigns; which sale shall be made in manner following to-wit: By giving at least twenty lays' notice of the time, place, manner and terms of sale in some newspaper published in Cum- erland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said Parties of the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. But the said parties of the first part
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby deciared to be made in trust, and the said party of the second part, her meirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any ime thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs assigns; which sale shall be made in manner following to-wit: By giving at least twenty lays' notice of the time, place, manner and terms of sale in some newspaper published in Cum- erland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said Parties of the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission thall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. But the said parties of the first part
then the entire mortgage debt intended to be hereby secured shall at once become due and payable and these presents are hereby deciared to be made in trust, and the said
party of the second part, her deirs, executors, administrators and assigns, or Edward I. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any lime thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty lays' notice of the time, place, manner and terms of sale in some newspaper published in Cum- erland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission half be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Bind the said parties of the first part further covenant to
neirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any him thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty hays' notice of the time, place, manner and terms of sale in some newspaper published in Cum- erland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Parties of the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission half be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Bind the said parties of the first part
inis, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any ime thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty lays' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said Darties of the first part, their heirs or assigns, and it case of advertisement under the above power but no sale, one-half of the above commission hall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Bind the sald parties of the first part further covenant to
inis, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any ime thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty lays' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said Darties of the first part, their heirs or assigns, and it case of advertisement under the above power but no sale, one-half of the above commission hall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Bind the sald parties of the first part further covenant to
rassigns; which sale shall be made in manner following to-wit: By giving at least twenty lays' notice of the time, place, manner and terms of sale in some newspaper published in Cumerland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said. Parties of the first part, their heirs or assigns, and it case of advertisement under the above power but no sale, one-half of the above commission hall be allowed and paid by the mortgagor. s. their representatives, heirs or assigns. Bind the said parties of the first part
lays notice of the time, place, manner and terms of sale in some newspaper published in Cumerland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, the payment of all moneys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said. Darties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission half be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Bind the said parties of the first part further covenant to
remain, Maryland, which said sale shall be at public auction for cash, and the proceeds arising rom such sale to apply first to the payment of all expenses incident to such sale, including all axes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then natured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and it case of advertisement under the above power but no sale, one-half of the above commission hall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. End the said parties of the first part
parties of the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission half be allowed and paid by the mortgagor s, their representatives, heirs or assigns. End the sald parties of the first part Their representatives, heirs or assigns.
parties of the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission half be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Bind the said parties of the first part further covenant to
parties of the first part, their heirs or assigns, and a case of advertisement under the above power but no sale, one-half of the above commission half be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Hind the said parties of the first part further covenant to
a case of advertisement under the above power but no sale, one-half of the above commission half be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Bind the said parties of the first part further covenant to
Bind the said parties of the first part further covenant to
further covenant to
sure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
ompany or companies acceptable to the mortgagee or her hairs and
signs, the improvements on the hereby mortgaged land to the amount of at least
Eight Thousand Dollars, (\$8,000.00),
nd to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
inure to the benefit of the mortgagee , her heirs or assigns, to the extent
their lies or claim hereunder, and to place such policy or

LIBER 302 PAGE 467

policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt...

Hithtess, the handsand seasof said mortgagor s.

Elysteth Philon GEORGE E. MICHAEL [SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 8th day of February in the year nineteen Hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Michael and Huth L. Michael, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared_ Mary E. Reinhart

the within named mortgagee, and made oath in due form of law, that the consideration in said There and bona fide as therein set for forth.

my hand and Notarial Seal the day and year aforesaid.

Elizabeth Phileon

FILED AND EXCURDED FARRDARY 9" 1954 At 11:00 A.M.

This Mortgage, Made this ____ 9th,

Peteruary, In the year nineteen hundred and Pifty Four,

by and between

George D. Hawkins and Alice S. Hawkins, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagues , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation daly incorporated under the laws of Maryland, of the accord part, hereinafter or



LINER 302 PAGE 468

Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of One Thousand Four Hundred (\$1,160.00) Dollars, for which they have given their promissory note of even date herewith payable with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Thirty-Five (\$35.00) Dollars.

ı

П

And subtress, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter \$23 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Name therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that piece or parcel of land lying and being in the Town of Eckhart, in Allegany County, Maryland, a plat, courses and distances of which are filed among the Land Records of Allegany County, Maryland, in Liber No. 112, folio 562, and described as follows:

Beginning at a fence post at the end of the third line of Lot No. 1, and running with the fourth line of said lot, and also with a fence and its extension, (1), North 6 degrees 15 minutes West 69.3 feet to a stake standing at the end of 46.8 feet on the third line of Lot No. 2; and reversing said part of said third line, and the fifth line of Lot No. 3, (2), North 89 degrees 05 minutes West 96.3 feet to a post at the end of the fourth line of Lot No. 3; and reversing said fourth line, and continuing the same course to 'the fence line of lot owned by the Holchart Realty Company, (3) South 9 degrees 35 minutes East 19.2 feet to a point North 9 degrees 35 minutes West 1 feet from the Northeast corner of a barn; thence leaving fence and running parallel to said bern and h feet from it, (h), South 82 degrees 30 minutes West 28,2 feet to a stake Still parallel to and h feet from the barn; (5), South 7 degrees 30 minutes East 30.3 feet to a fence; and with it, (6), South 75 degrees 50 minutes West 12 feet to a post; and still with fence, (7), South 89 degrees 30 minutes West 56 feet to a post; (8), North 21 degrees 15 minutes West 16,2 feet to the beginning; this description being according to a survey and plat made in June, 1913, by G. G. Townsend, C. E.

Being the same property conveyed by Clifford H. Cross et ux to the said George D. Haskins et ux by deed dated May 2, 1951, and recorded in Liber No. 233, felio 558, one of the Land Records of Allegary County, Maryland. Reference to said deed is hereby made for a further description.

The lots above described is known as Lot No. h of the

PElison Lote at Bokhart's ,-Maryland.

188 302 ME 469

Go have and to hald the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters.

privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Transition, that if the said Mortgagors**, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of- -One Thousand Four Hundred (\$1,100,00)- - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said saie, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such ding taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of -said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least- - - - One Thousand Four Hundred (\$1,100,00)- - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and

Richard C. Dridy

State of Maryland, Allegany County, to-wit:

3 hereby Geriffy, that on this — 9/46 — day of Pohruary, in the year nineteen hundred and Flfty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

George D. Hawkins and Alice S. Hawkins, his wife,

ı

П

П

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook. Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgage, and made outh in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make outh that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Miners whereof I have hereto set my hand and affixed my Notarial Seal the day

to the A Legge littly aty

FILED AND RECORDED PERSUARY 9" 1954 at 12:45 P.M.

This Murigage, Made this STH day of FEBRUARY in the year Ninoteen Hundred and fifty-four by and between

Harold E. Cheney and Nellis P. Cheney, his wife,

of Allegany County, in the State of Maryland, part Affor the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagos.

WITNESSETH:

Wilher Thousand 00/100 --- (\$9000.00) --- Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent, per annum, in the manner following:

By the payment of finventy-one 18/100 - - (871.18) - - Dollars on or before the first day of each and every ments from the date hereof, until the whole of each principal sum and interest shall be payment of and the mid metallment payment may be suched by the computed by the extender month the payment of interest; (2) to the payment of all large, water root, are made of every nature and description, ground rest, five and terrade insurance prevailed charges of the following the hereinstiffer described province, and (3) towards the first and of or said principal som. The time effective of this mertyage having been a made of the afteresting of said afternoon.

UBBR 302 MME 471

Plow Understore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages do give, grant bargain and sell, convey, ing described property, to-wit:

PARCEL NO. 1; All of a certain lot or percel situated on the South side of the Mational Highway (U.S. 40) near the Village of Flintstone, Maryland it being a part of land, conveyed to Josiah G. Dolly by Frances C. Lashley et al by deed dated July 18, 1914 and recorded in Liber 115, folio 71, one of the Land Records of Allegany County, Maryland, and the tract herein conveyed is particularly bounded and described as follows:

Beginning in the center of the said National Highway as witnessed by an iron pin beside the road set 13 rods and 1½ links West from Dolly's Gerage in said Flintstone, then South 31-3/4 degrees West 34 rods to the center of a branch or run, witnessed by an iron pin set back from the center of run 2½ links, then and following the general course of said branch or run North 86 degrees West 13 fods and 1½ links to a cement block marking the most Southeast corner and the end of the first line of land conveyed by Josiah G. Dolly to B. F. Tester by deed dated March 23, 1940, for description of which reference is made to said land records of Allegany County; then and with said Testers first line reversed North 31-3/2 degrees East 29 rods and 10 links to a corner fence post marking the most Southwesterly corner of a parcel of land formerly owned by Russell O. Dolly and Effic A. Dolly, his wife, but heretofore conveyed by them to Josiah G. Dolly; then and with this line of Dolly's land reversed South 60 degrees East Dolly, his wife, but heretofore conveyed by them to Josiah G. Dolly; then and with this line of Dolly's land reversed South 60 degrees East 67 the first line of same; then and with said line reversed North Highway witnessed by an iron pin beside the road; then and with said road center South 60 degrees East 4 rods and 12 links to the place of beginning, containing 2.9 acres, more or less. Meaning hereby to convey all of the land within said bounds.

Being the same property which was conveyed unto the parties of the first part by deed of Josiah G. Dolly, dated December 24, 1940, recorded in Liber 189, folio 89, one of the Land Records of Allegany County, Maryland.

PARCEL NO. 2: All that lot or parcel of ground lying on the South side of the Baltimore Turnpike and the North side of Flintstone Creek in the Village of Flintstone, Allegany County, and more particularly described as follows:

Beginning at a stone standing on the North bank of Flintstone Creek at the end of the first line of the lot conveyed to Hester Cheney by William H. Geppert, Trustee, by deed dated October 18, 1940, and recorded in Liber 188, folio 214, and running then with the second line as given in said deed down said Creek South 83 degrees 00 minutes East 50 feet to a stone, then with the third line North 25 degrees 00 minutes East 132 feet to a stone on the Southern boundary of the Baltimore Pike, then with said boundary and the given line of said lot North 65 degrees 00 minutes West 49 feet to a stone at the beginning of said lot and at the end of the first line of the lot which was conveyed by Lola E. Robosson et vir to Harold K. Cheney et ux, by deed dated April 9, 1923, and recorded in Liber 143, folio 427, and running them with the Southern boundary of said Pike and the second line of said lot North 65 degrees 00 minutes West 45 feet, then with the third line of said lot South 25 degrees 00 minutes West 188 feet to Flintstone Creek, then with said Creek and the fourth line of said let North 87 degrees 30 minutes East 50 feet to the beginning of said let, and then with part of the first line North 25 degrees 00 minutes East 23 feet to the beginning.

Being the same property which was conveyed unto the parties of thefirst part by deed of Lols E. Robosson et vir, dated April 9, 1923, recorded in Liber 153, folio 527, Allegany County Land Records, and by deed of William H. deppert, Trustee to Hester . Chency, dated October 18, 1940, recorded in Liber 186, folio 215, Allegany County Land Records, the said Hester Chency (widow) having heretofore departed this life intestate leaving Harold K. Chency as her sele heir at law.

"And whereas this mortgage shall also secure as of the data harred future advances made at the murtgagest optimi prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, and to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the excels of any repairs, absorptions of improvements to the mortgaged property as provided in Chapter to the section of the paying the debt of the paying the transfer and the paying the paying the section of the paying the paying the following the paying the

It is agreed that the Mortgages may at its option advance sums of money at anytons for the

Commence of the

payment of premiums on any Health and Accident Insurance policy assigned to the Mortgage wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional cteral for this indebtedness, and any sums of money so advanced shall be added to the unpaid ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant , to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

П

П

П

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors . that r heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

Bnd it is Bgreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgage, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mertgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand 00/100 - - - (\$9000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the presulums thereon with interest as part of the mortgage debt.

Had the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personmortgages on or before March 15th of each year tax recipts evidencing the payment of all lawdencing the payment of all liens for public improvements within ninety days after the zame shall
become due and payable and to pay and discharge within ninety days after the zame shall
mental levies that may be made on the mortgaged property, or this nectors as an above or the
wasta impairment or deterioration of said property, or any part thereof, and upon the failure of the
interest of the impression of the debt hereby secured and the failure of the mortgage may
immidiate repair or said buildings or an increase in the amount of security, or the
interest of the mortgage may
immidiate repair of the debt hereby secured and the failure of the mortgage may
immidiate repair of the debt hereby secured and the failure of the mortgage and
the impression of the debt hereby secured and the failure of the mortgage may
immidiate repair of the mortgage of the mortgage, and at the option of the approach of the mortgage and the failure of the mortgage and
the impression of the debt hereby secured and the failure of the mortgage and
the failure of the mortgage and the mortgage and the mort

302 Bug 473

any security for the deot) to the appointment of a receiver to consect the rems and profits of same premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the handsand sealsof said mortgagors.

Attest-

П

П

the cu

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this

in the year nineteen Hundred and Fifty Tour before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Harold K. Cheney and Mellie P. Cheney, his wife,

the said mortgagers herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made onth in due form of law, that the consideration in said mortgages is true and bons fide as therein set forth, and did further make onth in due form aw then of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

hand and Notarial Seal the day and year aforesaid.

FILED AND RECORDED FEBRUARY 9" 1954 at 12:45 P.M.

This Murigage, Made this STN day of FEDRUARY in the	14
year Nineteen Hundred and fifty-four by and between	
Kenneth W. Baierl and Beryl M. Baierl, his wife,	_
of Allegany County, in the State of Maryland, part 192of the first part, here inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a bod	-
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary land, party of the second part, hereinafter called mortgagee.	<i>y</i>

ı

П

WITNESSETH:

Savan Thousand Two Hundred 00/100 - - (\$7200.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 1/2 per cent. per annum, in the manner following:

By the payment of Forty-five 58/100 - - (\$45,58) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (8) towards the payment of the aforestid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that ground and premises eituated in the City of Cumberland, Allegany County, Maryland, and described as Lot No. 76 as shown on "Amended Plat of properties of the Cumberland Homes Company, Incorporated, Kelly-Springfield Tire Co., et al" dated September 15, 1923, and recorded among the Land Records of Allegany County, Meryland, in Plat Box No. 84, which said plat is hereby referred to end made a part of this deed;

Beginning for the same at the southeasterly corner of Lot No. 77 and then in a northwesterly direction 82.25 feet to an elley, then with said alley in the southwesterly direction 40.1 feet to Lot No. 75, then in the southeasterly direction 82.25 feet to dephart Drive, and with said drive in a northeasterly direction 40 feet to the place of beginning commonly known as Lot No. 837 Gephart Drive, Cumberland, Maryland.

Being the seme property which wer conveyed unto the parties of the first part by deed of George J. Gocke, unmarried, dated the day of Tabesey, 195h, which is intended to be recorded among the Lend Records of Allegany County, Maryland, prior to the recording of this mortage.

shall also secure as of the

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the coats of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collators for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgages may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagore hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to boid the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers . Their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the accreasid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigna. or George W. Legge, its duly constituted attorney or agent are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least flay an Thomsand Two Hundred 00/100 — Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgages, its successors or assigns, to the extent of its lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional accurity for the payment of the indebtedness hereby secured, do hereby settower, transfer and assign to the mastgage, its successors and sasigns all rents issues and profits securing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premium the murigagers, for themselves and their heirs, and personal representatives, do hereby covenant with the murigages as follows: (1) to deliver to the mortgages on or before March 18th of wash year the recipie evidencing the payment of all law-dentary the payment of all law-dent

UBER 302 PMF 476

was a impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the with said demand of the mortgage for a period of thirty days shall constitute a breach of this with said demand of the mortgagee may are period of thirty days shall constitute a breach of this hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said gaged property be acquired by any person, persons, partnership or corporation, other than the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Hitness, the hand and sealed said mortgagors.

Attest:

State of Maryland,

the transfer of the state of th

1

Allegany County, to-wit:

I hereby certify, That on this.

in the year nineteen Hundred and Fifty -four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Kenneth W. Baierl and Beryl M. Baierl, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

my hand and Notarial Seal the day and year aforesaid.

LIBER 302 PAGE 477

Mege City March

FILED AND ACCORDED FEBRUARY 9" 1954, at 2:15 7.14.

THIS MORTGAGE, Made this day of February, 1954, by and between Charles P. Stemp and Emma R. Stemp, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, Hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Charles P. Stemp and Emma R. Stemp, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifty-Eight Hundred (\$5800.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five per centum (5%) per annum, payable quarterly as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954.

NOW, THEREFORE, in consideration of the premises, and the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles P. Stemp and Emma R. Stemp, his wife, do hereby bargain and sell, give, grant convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of land situated on the Westerly side of North Centre Street, in the City of Cumberland, Allegany County, Maryland, distinguished as part of Lot No. 11, in Gephart's Addition to said City; it being the Eastern half of said Lot No. 11 fronting 35 feet, more or less, on said Centre Street (formerly called Broad Street) and running back for a depth of 128 feet, more or less, to the lot formerly owned by Samuel Hughes.

It being the same property which was conveyed unto the said Mortgagors by Meta Eppler Gilpatrick, et al, by deed dated the 14th day of September, 1946, and recorded in Liber No. 211, folio 370, one of the Land Records of Allegany County.

ALSO: All the following lots, parcels and tracts of land lying and being in Election District No. 5, in Allegany County, Maryland, to-wit:

FIRST: All those 15 lots or parcels of land known as



n



Lots Nos. 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378 and 379, which said lots have a frontage of 650 feet, more or less, on the Northerly side of Woodward Avenue, situated in Section A as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition recorded as Plat No. 26, in Map Book No. 1 among the Land Records of Allegany County, Maryland.

1

I

SECOND: All those 14 lots or parcels of land known as Lots Nos. 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400 and 401, fronting on the Southerly side of Shirley Avenue, situated in Section A as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition recorded as Plat No. 26, in Map Book No. 1 among the Land Records of Allegany County, Maryland.

THIRD: All that parcel or tract of land situated about one-half mile Westerly of Valley Road and about one mile North-easterly of the City of Cumberland, Allegany County, Maryland, lying and adjoining Section A as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition aforesaid and on the Northwesterly side of said Section A and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of an unnamed street (sometimes called Boundary Street and which said street is the Westerly boundary of said Section A as shown on the aforesaid mentioned plat of said Addition) where said Westerly side of said unnamed street is intersected by the Southerly line of Shirley Avenue extended, and running thence with the Westerly side of said unnamed street (the Westerly boundary of said Addition), South 39 degrees 26 minutes West 1,600 feet; then at right angles to said unnamed Street, North 50 degrees 34 minutes West 1,600 feet, more or less, to the line of Bowman's land on the side of Wills Mountain; then with said line in a Northeasterly direction 1,400 feet; then in an Easterly direction 1,600 feet, more or less, to the place of beginning.

known as Lots Nos. 410, 411, 412, 413, 414, 415, 416, 417, 418, 419 and 420 fronting on the Northerly side of Shirley Avenue and Lots Nos. 430, 431, 432, 433, 434, 435, 436, 437, 438, 439 and 440 fronting on the Southerly side of Birch Street which said lots are situated in Section A as shown on the amended plat No. 2 of Bowman's Cumberland Valley Addition recorded as Plat No. 26, in Map Book No. 1 among the Land Records of Allegany County,

1 m

Maryland.

П

ı

(2) Also all that parcel or tract of land adjoining Section A as shown on said amended plat No. 2 of Bowman's Cumberland Valley Addition and more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Northerly side of Birch Street and the Westerly side of an unnamed street (sometimes called Boundary Street) and which unnamed street is the Westerly boundary of Section A as shown on the aforesaid mentioned amended plat No. 2, said point of beginning being the Northwest corner of said Section A, and then following the dividing line of Grice Dairy Farm and Winmer Bowman's land in a Northwesterly direction 1,600 feet, more or less, to Winmer Bowman's line on the side of Wills Mountain; then with said line on said side of Wills Mountain in a Southerly direction 550 feet, more or less, to the line of a deed to Abraham Teter; then with said line in an Easterly direction 1,600 feet, more or less, to a point on the Westerly side of said unnamed street (sometimes called Boundary Street); then with the Westerly side of beginning.

EXCEPTING, HOWEVER, from the operation of this deed a lot or parcel of ground 150 feet by 150 feet lying approximately equildistant between Lexington Avenue and Woodward Avenue to be used only as a graveyerd in which are now buried Abraham Teter and Neva Teter and containing a third grave with rights of ingress thereto and regress therefrom.

It being the same property which was conveyed unto the said Mortgagors by Beulah Teter Handekamp, et al, by deed dated the 30th day of December, 1952, and recorded in Liber No. 246, folio 535, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, That if the said Mortgagors, their heirs, executors, administrators, or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Fifty-Eight Hundred (\$5800.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the

meantime do snd shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

IT IS AGREED, That it shall be deemed a default under this mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

1

ı

П

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, That until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments, and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or sgent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of time, place, manner and terms of sale, in some

. . .

newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon ratification thereof by the Court, and the proceeds arising from such sale to apply first:

To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Fifty-Eight Hundred (\$5800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Charles P. Stamp (SEAL)

Charles P. Stemp (SEAL)

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 9th day of February, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Charles P. Stemp and Emma R. Stemp, his wife, and each acknow-

USBR 302 MEE 482

ledged the aforegoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

James M Losley

I

П

To Bes St. Legge acty Ety

. .

FILED AND RECORDED FEBRUARY 10" 1954 at 2:20 P.M. PURCHASE MONEY

This Murigage, Made this 9TH day of FEBRUARY	in the
year Nineteen Hundred and fifty - four by and between	
Harry G. Parker and Alpharetta K. Parker, his wife,	- Hear
of Allegany County, in the State of Maryland, partlemof the first part,	here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a corporate, incorporated under the laws of the United States of America, of Allegany County,	a body
land, party of the second part, hereinafter called mortgages.	mary-

WITNESSETH:

Ulbercas, the said mortgages has this day loaned to the said mortgagors, the sum of

Three Thousand Seven Hundred Fifty 00/100 - - (\$3750.00) -- Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from-

the date hereof, at the rate of 5k per cent. per annum, in the manner following:

By the payment of Trifrity, and the first day of each and every menth from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all faces, water root, assessments or public charges of every nature and description, ground rest, fire and tornado insurance premiums and other charges affecting the hereinaftly described premises, and (3) towards the payment of the aforesaid principal sum. The dos execution of this mortgage having been a condition precedent to the

granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northerly side of Patterson Avenue known and designated as part of Lots No. 1 and 2 and whole Lot No. 3, Block No. 7 in Bose Hill Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Plat Liber 1, folio 31 among the Plat Becords of Allegany County, Maryland, which said percels are more particularly described as follows, to-wit:

Beginning for the same at the intersection of the northerly side of Patterson Avenue and the easterly side of Locust Street and running then with Patterson Avenue North 82 degrees 8 minutes East 75 feet, then North 7 degrees 52 minutes West 100 feet to the southerly side of Arnett Terrace, then with said Arnett Terrace South 82 degrees 8 minutes West 25 feet to the end of the second line of Lot No. 2, Block No. 7 in said addition, then with part of said second line reversed South 7 degrees 52 minutes East 35 feet, then South 82 degrees 8 minutes West 69.18 feet to the easterly side of Locust Street, and then with said street South 24 degrees 18 minutes East 67.75 feet to the place of beginning.

Being the smae property which was conveyed unto the parties of the first part by deed of Henry C. Swearingen and Helen S. Swearingen, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ing the coats of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January assions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgages may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgages or wherein the Mortgages is the Beneficiary and which is held by the Mortgages as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagers hereby warrant generally to, and coverant with, the said mortities in conveyed herein free of, all liens and encumbrances, except for this mertgage herein, and do coverant that they will execute such for the assurances as may be received.

UBSR 302 MSE 484

the same described the left was walter the will be well and the

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and apportenances thereunto belonging or in anywise appertaining.

Bnd it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Seven Hundred Fifty 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth,

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all lieus for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage; (2) to permit, commit or suffer no white, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on ani personal in the amount of security, or the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days all constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (5) that the mortgagee's written consent, or should the same be encumbered by the mortgagors, the

Witness, the handsand sealof said mortgagors

CONTRACTOR DOOR

Attest:

Harry & Parker

Pharetta K. Parker

_(SEAL)

1

State of Maryland, Allegany County, to-wit:

Allegany County, to-wit:	4.	
I hereby certify, m	at on this 9TH	day of FEBRUARY
in the year nineteen Hundred and Fi	fty-four	before me, the subscriber,
a Notary Public of the State of Mary	rland, in and for said Co	unty, personally appeared
Harry G.	Parker and Alphar his wife,	etta K. Parker,
the said mortgagors herein and the		
and deed; and at the same time before agent for the within named mortgage		
in said mortgage is true and bona fid		
of law that he had the proper author	ty to make this affidavit	as agent for the said mortgagee.
Million S.		
WINGS my hand and Notari	al Seal the day and year	sforesaid.
5.3.5	6	11
(3/3/3/	Ste	us XXI aim
		Notary Public.
n value received to	4. First F	maryland diftenbe
ciation of Cumberla	of blacker and	the state of the s
Essing mortgage		and the second of the second o
4-11-11-0	t- 10	000 11 0
trulo the gra	wre of drys	me trakley to
and commonwed such	War and One	As the state of
etary, Gerald L.	Harrison to	e day and year a
AND DESCRIPTION OF THE PROPERTY OF THE PROPERT		
to the line of the service of	First Tex	Unal davings and
Secretary	on associa	tion of comberlan
forste Rul) H By Gerald Liberia Geritary 9-7-	55 mg: 241	met Koshley,
		acceptant.
		The St. Line a
		in serings a
FILED AND RECORD	DED PERRUARY 10" 1	954 at. 2:10 P.M.
PURCHASE MONEY	THE PROPERTY OF STREET	May delice and a second
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	this 97H day of FE	BRUARY in the
year Nineteen Hundred and fifty -fc	THE RESERVE OF STREET	The state of the s
William E. Day and	Marion E. Day, h	la wife.
ANGLES CONTRACTOR OF THE SEC.	r and representative the	CONTRACTOR STOCKS TO STOCK TO
of Allegany County	, in the State of Marylar	nd, pardes of the first part, here-
inafter called mortgagors, and First F corporate, incorporated under the laws	ederal Savings and Loan	Association of Comberland, a body
and, party of the second part, hereins	fter called mortgagee.	and a marginary country, mary-
WITNESSETH:	of the state of th	COLUMN TO SERVICE AND ASSESSMENT OF SERVICE
The state of the s	Aller Appropriate and the first transfer of the companies.	the said mortgagors, the sum of
Four Thousand Nine Bundr	sd Fifty 00/100 -	- (\$4950.00) Dollars
rhich said sum the mortgagers agree	to repay in installa	
he date hereof, at the rate of 11th per	cent, per annum, in the	manner following:
By the payment of Thirty-on	OTHER DESIGNATION ASSESSMENT AND THE TOTAL PROPERTY AND THE PARTY AND TH	CONTRACTOR OF THE PROPERTY OF
or before the first day of such and	covery mum the front the de-	And the second s

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestiq principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground lying on and near Hill Street in the City of Cumberland, Allegany County, Maryland, known as Lot No. 10 in Thomas Shriver's Addition to Cumberland, a plat of which said Addition is recorded in Liber No. 95, folio 124, one of the Land Records of Allegany County, Maryland, and a lot lying in the rear of said Lot No. 10, and more particularly described as follows:

Beginning at a stake standing on the Westerly side of Hill Street in Thomas Shriver's Addition to Cumberland, Maryland, at the end of the first line of Lot No. 9, and running then with said Street North 30 degrees 10 minutes East 30 feet, then North 59 degrees 50 minutes West 135 feet to an alley 16 feet wide, and with it South 30 degrees 10 minutes West 30 feet to the end of the second line of Lot No. 9, and with it reversed South 59 degrees 50 minutes East 135 feet to the beginning.

Also sill that lot or parcel of ground in the rear of said lot and running back of said alley 30 feet wide and 619 feet deep.

Being the same property which was conveyed unto the parties

of the first part by deed of Charles O. Bagent and Rosella C. Bagent, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness,

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

. . .

LIBER 302 PAGE 487

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

ontheirpart to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public suction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Nine Bundred Fifty 00/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor 8 to keep the buildings on said property in good condition of repair, the mortgagee may defined the immediate repair of said buildings or an increase in the amount of security, or the immediate repair of aid buildings or an increase in the amount of security, or the immediate repair of the debt hereby secured and the failure of the mortgagers—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this prortgage, and at the mortgagee may, without notice, institute proceedings to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to c

Attest:

| William L. Day (SEAL)

MR 302 MGE 488

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 9TH day of FEBRUARY

in the year nineteen Hundred and Fifty sfour. , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William E. Day and Marion E. Day, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

TOESD my hand and Notarial Seal the day and year aforesaid.

П

" Metgel Fronting Me

FILED AND RECORDED PERMIANT 11" 1954 at 1:35 P.M.

This Murtyage, Made this

6-15

day of February

, 1954

by and between WATKIN HAWKINS and ELIZABETH J. HAWKINS, his wife



Allegany County, Maryland, partie and the first part, herei after called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG, MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of Maryland, party of the second part, hereinafter called the "Mortgagee."

Unbereas, the Mortgagor, being a member of said Society, has received therefrom a loan of TWO THOUSAND AND 00/100- - - - - - - - - DOLLARS (\$2,000.00) being the balance of the purchase money for the property hereinafter described

on his FIFTEEN AND FIVE-THIRTEENTHS - - - - - - - - - (15-5/13) SHARES of its stock.

Hnd Uliberene, the Mortgagor has agreed to repay the said sum so advanced in installments. with interest thereon from the date hereof at the rais of six per centum (6%) per annum, in the mann

following:

By the payment of - - - - - - NINETERN DOLLARS AND FIFTY-TWO CENTS

DOLLARS (\$19.52), on or before the day of each and every month from the date hereof, until the whole of said principal sum and interest shail be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Unbereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

How Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Doilar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL those lots or parcels of ground known and distinguished as Lots Nos. Fifteen and Sixteen on the Plat of the Town of Grahamtown, near Frostburg, which is of record among the Land Records of Allegany County, Maryland, in Liber No. 32, folio 705, and being the same property which was conveyed to Miles Oliver Cook by Elisabeth Sterry and John W. Sterry, her husband, by deed dated September 3, 1902, and recorded among said Land Records of Allegany County, in Liber No. 92, folio 646, and being also the same property which was conveyed to the parties of the first part by Annie Hawkins and others by deed dated August 8, 1928, and recorded among the said Land Records of Allegany County in Liber No. 159. folio 79.

Logether with the buildings and improvements thereon and the wints made

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaluing, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, it being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To bave and to bold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be vold.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and a signs, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

as pagas (mo

date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his helra, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the Indebtedness hereby secured at the time of the commencement of such fore-

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgages, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgages, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affect-

LIBER 302 MIE 490

ing its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to inure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver asid policies to the Mortgagee, its successors and assigns.

П

Bnd the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

Bnd it is Egreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

Hith in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the Equitable Savings and Loan Society of Frostburg, Maryland, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much there of as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Wiftifff, the signatures and seals year above written.	of the parties of the first part on the day and
WITNESS as to all:	MATRIN HAWKIES Elyabeth & Hawking (SEAL) ELIZABETH J. HAWKIES
Attroung County, to-with	ELIZABETH J. HAWKINS (SEAL)

unin 302 max 491

State of Maryland, Allegany County, to-wit:

I hereby rertify, That on this 6 th day of Pabruary , 1954. before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared WATKIN HAWKINS and ELIZABETH J. HAWKINS, his wife the Mortgagor herein, and acknowledged the aforegoing instrument of writing to be their respective act and deed; and at the same time and place before me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration in the aforegoing mortgage is true and bona fide as herein set forth, and further made oath in due form of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such affidavit. AWA heat my hand and Notarial Seal. William a Show

VILED AND RECORDED FEBRUARY 11" 1954 at 3:20 P.M.

This Mortgage, Made this _ 9th.

, by and between

in the year nineteen hundred and fifty-four

Casper A. Shook, single of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Treet Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Casper A. Shook, single

stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per contum per annum, payable quarterly as it secrees, at the office of The Liberty Trust Company in Comberland, Maryland, on March SI, June 30, aber 35, and December 51 of each year, the first pro-rate quarterly interest hereunder to be

payable on March 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Casper A. Shook, single

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Westerly side of Virginia Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as the whole of Lot No. 317 and the Southerly half or part of Lot No. 318 on the plat of "Walsh's Addition to South Cumberland, Maryland", which plat is recorded in Liber 89, folio 669, of the Land Records of Allegany County, Maryland, and which lot is particularly described as a whole as follows:

ı

П

BEGINNING at a point on the Westerly side of Virginia Avenue, South $28\frac{1}{4}$ degrees West 399 feet from the intersection of said side of said Avenue, with the Southerly side of Elder Street, and running thence with said side of said Avenue, North $28\frac{1}{4}$ degrees East 49 feet $10\frac{1}{2}$ inches to a line dividing said Lot No. 318 lengthwise into two equal moieties or half parts; thence with said dividing line, at right angles to said side of said Avenue, and parallel with said street, North 61-3/4 degrees West 120 feet to the Easterly side of an alley 16 feet in width; thence with said side of said alley and parallel with said Avenue, South $28\frac{1}{4}$ degrees West 49 feet $10\frac{1}{2}$ inches to Lot No. 316; thence with a line of said last mentioned lot, South 61-3/4 degrees East 120 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by James W. Norton and wife, by deed dated the day of February, 1954, and to be duly filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever,

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date here of, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is usded for paying the cost of any repair, alterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the

MM 302 PME 493

mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their helrs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case sald property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Casper A. Shook Casper A. Shook

Thomas & Keech

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I heroby Certify, that on this 9th. day of January

in the year nineteen

(SEAL)

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Casper A. Shook, single

and he acknowledged, the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth; and the said Charles A. Piper

in like manner, make oath that he is the President, and agent or attorney for said duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Bussieber

FILED AND RECORDED FEBRUARY 11" 1954 at 3:30 P.M. URCHASE MONEY Chis Morigage, Made this. day of February in the year Nineteen Hundred and Fifty -four Robert & Robinstte and Mary A. Robinstte, his wife, County, in the State of Maryland part 102 of the first part, hereinafter called mortgagor s , and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH: Wabecars, the said mortgagee has this day loaned to the said mortgagor s , the sum of EIGHT HUNDRED AND FIFTY-SIX which said sum the mortgagor 8 agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following: By the payments of_ TEN on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of

said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

Lots Nos. 7 and 8 as shown on a Plat of Robinstts's First Addition Amended, situated on McMullen Boulsyard in said Addition in District No. 6 in Allsgany County, State of Maryland, said two lots being described as a whole as follows:

BEGINNING AT A CONCRETE MARKER STANDING on the Wasterly side of McMullen Boulevard, and which is at the Northeasterly corner of McMullen Boulevard and Wast Robinette Avenue, and trunning with the Wasterly side of McMullen Boulevard North 15 degrees East 80 fest to the send of the fourth line of Lot No. 9 of said Addition, and with it reversed North 75 degrees West 120 feet to the Easterly eids of Lance Street and with it South 15 degrees West 80 feet to Wast Robinstte Avenue, and with it South 75 degrees East 120 feet to the point of BEGINNING.

This being the same property which was conveyed by

LIBER 302 PAGE 495

Ernest O. Robinette and Elizabeth V. Robinette, his wife, unto the said Robert R. Robinette and Mary A. Robinette, his wife, by deed dated February 5, 1954, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

It is envenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars (\$500) nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagor s. their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bnd it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the belance, to pay it over to the said mortgagors, that relates or sasigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

Bnd the said mortgager s their heirs, executors, administrators and assigns further covenant with the mortgages, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against less by fire in at least the sum

Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to when the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water reuts and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mertgagee; (8) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water reuts and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water reuts and assessments, and the sum or sums so paid shall be decreed a part of the principal debt hereby secured and shall bear interest at the same manner as the said principal debt; (4) to permit, or and payable and collectife with and in the same manner as the said principal debt; (4) to permit, or and the same water no waste, impairment or deterioration of said property, or any part thereof, and

MPR 302 ME 496

upon the failure of the mortgagors to keep the buildings on sail property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagor S, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Hittess, the hand and seal of the	said mortgagors.	•	
Attest: Koralie a. Crakhee	Robert R. Rob Mary M. Robin	Coheste Dinette Refinette	(SEAL)
State of Maryland,	L • F	5	/OPATA
Allegany County, to-wit:			
3 hereby certify, That on this in the year nineteen hundred and fifty four subscriber, a Notary Public of the State of Ma	r	hel	fore me the
Robert R. Robinette and	Mary A. Robine	tte, his wif	liy appeared
the said mortgagor s herein and they act and deed; and at the same time before me Attorney and agent for the within named mor consideration in said mortgage is true and bon form of law that he had the proper authority to	aiso personally apper tgagee and made oath a fide as herein set for	ared Thomas Loh in due form of le rth, and did make	r Richards, aw, that the
TNESS my hand and Notariai Seai ti	ne day and year afore	said.	

(Notwetal's

MDR 302 MAX 497

Compared of Mariene & Theorem atty aty aty 3eb 27

	FILED AND RE	CORDED FEBRUARY 13"1954 at 9:10 A.M.
This Min		day of rebruary
,	~ ~	
		y -four , by and between
John Floya i	Robertson and Doi	rothy Elizabeth Robertson, his wife,
of	Allegany	County, in the State of Maryland
part <u>ies</u> of the	first part, and	
Edgar S. Ric	ce and Udell H. H	Rice, his wife.
of	Allegany	County, in the State of Maryland
au les acu	he second part, WITNES	
WILL OF DE	ie second part, William	SEIII.
each, out of deducted the ance thereof the reduction shall be mad thereafter of said princip the right re	which said pays interest upon to interest upon to the said principal sum and interest um the same day considered unto the said principal said principal	taliments of Twenty (\$20.00) Dollars ments first shall be computed and the principal sum or any unpaid balce of said payment to be applied to ipal sum; the first of which payments from the date hereof and monthly of each succeeding month until the rest shall have been fully paid, with Parties of the First Part to prepay I sum and interest at any time prior
·		
•		
Mom Th	erefore in consideration	on of the premises, and of the sum of one dollar in hand
	A STATE OF THE OWNER OWNER OF THE OWNER	payment of the said indebtedness at the maturity there-
of, together with	the interest thereon, the	
John Floyd H	obertson and Dor	e said
		rothy Elizabeth Modertson, his wife,
	• 5 20 mg ~ ~	rothy Elizabeth Hobertson, his wife,
THE OWNER OF STREET	THE REPORT OF THE PARTY OF THE	

heirs and assigns, the following property, to-wit:

ALL that piece or parcel of land lying in Allegany County,
Maryland, in Election District No. 2, and more particularly
described as follows, to-wit:

BEGINNING for the same at a planted stone at the end of the third line of the property sold to Samuel T. Headley and Lucy Alma Headley, his wife, by deed dated the 22nd day of May, 1940, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 186, folio 545, said stone marked No. 2 and being South 53 degrees West 4 perches from the end of the 38th line of the Original Big Spring Resurveyed (1842) on the West bank of the road leading to Twiggtown from the State Moad on the West side of Warrior's Mountain and North 3 degrees Mast 35 perches from the beginning of Samuel T. Headley's property and part of the Original

LEER 302 ME 498

running with the said third line reversing it, North 70.25 degrees west 72 perches to an iron stake about 38 reet iron the rifteen Mile Run, said stake being at the end of the 25th line of the Original Survey; thence North at the point of the needle, 34 perches to two black oaks marked with five notches each; thence North 30 degrees hast 12 perches to a stone; thence South 68 degrees hast 74 perches to a stone marked No. 1 on the West bank of the aforesaid Twiggtown Hoad; thence South 7 degrees west 40.5 perches to the place of beginning, said parcel containing twenty (20) acres, more or less. The survey iron which this description is taken was made by John R. Diffinbaugh, May 23, 1940.

ı

١

The Aforesald Property is the same property conveyed by deed dated the 27th day of rebruary, 1953, by and between Hugh E. Nester and Ada H. Nester, his wife, and John Floyd Robertson and Dorothy Elizabeth Robertson, his wife, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 248, folio 65; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said John Floyd Robertson and Dorothy Flizabeth Robertson, his wife, heirs, executors, administrators or assigns, do and shall pay to the said Edgar S. Rice and Odell H. Rice, his wife, their executors , administrators or assigns, the aforesaid sum of rive Hundred Fifty (\$550.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Egreed that until default be made in the premises, the said. John Floyd Robertson and Dorothy Elizabeth Robertson, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. John Floyd Robertson and Dorothy Elizabeth Robertson, his wife, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Edgar S. Rice and Odell H. Rice, his wife, their heirs, executors, administrators and assigns, or ESP1 E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in times xinus. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said John Floyd Robertson

And the said John Floyd Robertson and Porothy sligabeth
Robertson, his wife,
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

in case of advertisement under the above power but no sale, one-half of the above commission

representatives, heirs or assigns.

and Dorothy Elizabeth Hobertson, his wife, their

shall be allowed and paid by the mortgagor a, their

um 302 max 499

Company or companies acceptable to the mortgages or their
assigns, the improvements on the hereby mortgaged land to the amount of at least
Five nundred Fifty (\$550.00) Dollars Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagess, their heirs or assigns, to the extent
of ZXZXZXZXZXZXZXZXZXZXZXtheir lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee S, or the mortgages may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
Withtess, the hand and seal of said mortgagors:
Attest:
Cleaner Kill John Floyd Robert son [SEAL]
Eleaner him Son to Clicket Robertson 188411
Dorothy Elizabeth Mobertson
State of Manual State of Manua
State of Maryland,
Allegany County, to-wit:
The state of the s
I hereby certify, That on this Il day of rebruary
in the year nineteen Hundred and Fifty-four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
John Floyd Hobertson and Dorothy Elizabeth Robertson, his wire,
and the second of the second o
and each acknowledged the aforegoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared
Lugar S. mice and udell H. mice, his wife,
the within named mortgages and made oath in due form of law, that the consideration in said
mortgage is true and bons fide as therein set for forth.
(CAO)
· WITNESS my hand and Notarial Seal the day and year aforesaid.
3 6 3 4
Element P. Carlot
Money Pablic
A STATE OF THE PARTY OF THE PAR

FILED AND HECORDED FEBRUARY 13"1954 at 10:50 A.M.

This Mortgage, Made this 11th. day of February

in the year

Nineteen Hundred and Fifty-four by and between

EIMER A. CLISE and NELLIE N. CLISE, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

(\$ 25.00) commencing on the 12th. day of March , 195 4, and on the 12th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 11th. day of February, 1963, 288 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof."

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Elmer A. Olise and Nellie N. Olise, his wife,

domathereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL those tracts or parcels of land situate, lying and being in the Eighteenth Election District of Allegamy County, State of Maryland, containing in the aggregate one hundred and twenty three (125) acres, more or less, and being the same property which was conveyed to the said Elmer A. Clise and Hellie N. Clise, his wife, by deed from The Federal Land Bank of Baltimore, dated January S7, 1942 and recorded in Liber No. 195, folio 175, one of the Land Records of Allegamy County, Maryland. Special reference to said deed is hereby made for a full and particular description of said real estate.

aLSO all that adjoining property which was conveyed to the said Elmer A. Clise and Nellie N. Clise, his wife, by deed from Russell H. McCein, Chairman et al., dated July 23, 1952 and recorded in Liber No. 244, folio 191, among said land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mort-gagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, eovenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per eent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his helrs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

TWO THOUSAND AND NO/100 - - - - - - - - - - - - - - (\$ 2,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as In case of fire, to Inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect sald insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of ail lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

MARK 302 PAGE 502

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgager, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgager's written consent, or should the same be encumbered by the mortgager, his heirs, personal representatives or assigns without the mortgager's written consent, then the whole of this mortgage indebtedness shall immediately become the demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgager hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readingtoner Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereaf half govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby accorded to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

STEERE

Jack M. Joer

Elmu a Clive (SEAL

NELLIE N. CLISE

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

Hereby Certify. That on this 11th. day of February in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

EIMER A. CLISE and NELLIE N. CLISE, his wife.

and sech acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared with Keriling. Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said consideration in said mortgage is true and bona fide as therein set forth; and the said consideration in said mortgage is true and bona fide as therein set forth; and the said consideration and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.

BLIC

Ralph M. Race

Notary Public

LIBER 302 MIE 503

To Mitgel City Jel 5,

FILED AND MECOMDED FEBRUARY 13" 1954 at 11:00 A.M.

THIS MORTCAGE, Made this Lot day of February, 1954,
by and between MAUDIE ANN HIPSLEY, widow, of Allegany County,
Maryland, party of the first part, and THE FIRST NATIONAL BANK
OF CUMBERLAND, a banking corporation, duly organized under the
laws of the United States, party of the second part, WITNESSETH:

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the party of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum or Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lot No. Twenty-three of Block No. 9 as shown on a revised plat of Johnson Heights Addition, dated April, 1936 and recorded on May 28th, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows:



Facing 35 feet on the Westerly side of St. Marys Avenue, bounded as follows:

BEGINNING for the same at a point along the esterly side of St. Marys Avenue at the division between Lots #22 and 23 of Block #9, said point of beginning being also distant 210 feet measured in a Southerly direction along the westerly side of said St. Marys Avenue from its intersection with the Southwesterly side of Talbot Street and running thence with the westerly side of Saint Marys Avenue, South 2 degrees 51 minutes West 35 feet thence at right angles to St. Marys Avenue North 87 degrees C9 minutes West 130 feet to the masterly side of a 14½ foot Alley and with it, North 2 degrees 51 minutes East 35 feet to intersect a line drawn North 87 degrees 09 minutes West from the place of beginning, thence reversing said intersecting line South \$7 degrees C9 minutes East 130 feet to the place of beginning. (All courses refer to the true meridian).

It being the same property conveyed to James Howard Hipsley, Jr. and Maudie ann Hipsley, his wife, as tenants by the entireties, by The Johnson Realty Corporation, by deed dated the 15th day of June, 1936, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 175, rolio 265; the said James Howard Hipsley, Jr. having died November 30, 1949, title to aforesaid property is now vested solely in Maudie Ann Hipsley, his widow.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining; subject to the restrictions set out in the aforementioned deed of June 16, 1936.

PROVIDED, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Five Thousand (\$5,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS ACREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which

WM 302 PAGE 505

taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the party of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said Safe shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment or all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, her heirs or assigns, and in case of advertisement under the above power, but no sale, onehalf of the above commissions shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Five thousand 15,000.00 Dollars, and to cause the policy or policies

UBER 302 MAE 506

issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors, or asaigns, to the extent of its or their lien or claim hereunder, and to place such policy or policiea forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hand and seal of the said mortgagor.

WITNESS:

Lay Biose

MAUDIE ANN HIPSLEY (SEAL)

ALLECANY COUNTY, to-wit:

therein set forth.

I HEREBY CERTIFY, That on this At day or Autory 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared MAUDLE ANN HIPSLEY, WIDOW, and acknowledged the aforegoing mortgage to be her act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of the first National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as

WITNESS my hand and Notarial Seal.

Pagel V. Caca NOTARY PUBLIC My Commission expires May 2, 1955

To My City Let 2 4 54

FILED AND RECORDED PEBRUARY 16"1954 at 8:30 A.M.

This Mortgage, Made this 15th day of February

in the year nineteen hundred and fifty-four by and between

WILLIAM R. CARSCADEN and DORIS C. CARSCADEN, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated,

MM 302 ME 507

a corporation duty incorporated under the Laws of the State of Maryland, party of the second part,

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said part ies of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that ground and premises situated in Dingle District, City of Cumberland, Allegany County, State of Maryland, being Lot No. 29, as shown on Plat entitled "Amended Plat of Properties of The Cumberland Homes Company, Incorporated, Kelly-Springfield Tire Company, et al," dated September 15, 1923, and recorded among the Land Records of Allegany County in Plat Box No. 84 which said Plat is hereby referred to and made a part hereof.

IT being the same property which was conveyed by James A. Perrin et ux to William R. Carscaden et ux by deed dated April 22, 1942, and recorded in Deeds Liber 193, folio 275 among the Land Records of Allegany County, Maryland.

10061166 with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make , or cause to be made the paymenta, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said part ies of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of

-Five Thousand - - Dollars with five

per cent interest thereon, payable in 130 monthly payments of not less than \$50.00 each,
of or before the 15th day of each month hereafter until the whole of the said principal debt and
interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 15th
day of March. 1954 at the office of the said Western Maryland Building and Loan

Association, Incorporated. The final payment, if not sooner paid, to be due on the 15th day of December,

19 54.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

W. Earle Coher

lits, or their duly constituted attender, to sell the

LIBSR 302 PAGE 508

property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such saie, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the part ies of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Gatty

(SEAL)

(SEAL)

State of Maryland,

Allegany County, to mit:

I hereby certify that, on this

day of February, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, perbefore me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared William R. Carscaden and Doris C. Carscaden, his wife, and they acknowledged the aforegoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make

outh that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereaf, I have hereunto set my hand and affixed my Notarial Seal this day of February, 1954

Catty and Donary Public

muchy 54

THIS DEED OF RELEASE OF MORTGAGE, Made this day of February, 1954, by Aden Campbell and Madelyn Campbell, his wife, WITNESSETH:

WHEREAS, by Mortgage bearing date May 10, 1951, and recorded in Liber No. 245, folio 681, one of the Mortgage Records of Allegany County, under the hands and seals of Allen E. Conrad and Beatrice A. Conrad, his wife, the ground and premises therein described became limited and assured unto the said Aden Campbell and Madelyn Campbell, his wife, by way of Mortgage, and for the purpose of securing the sum of Eight Hundred (\$800.00) Dollars, together with the interest thereon at the rate expressed in said Mortgage, as will more fully appear by reference thereto, and

WHEREAS, the said Mortgagors have now paid said Mortgage in full, both as to principal and interest and now desire that said Mortgage be released of record to the end that the said Mortgagors may have and hold their property free and clear from the lien thereof.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar in hand paid, the receipt of which is hereby acknowledged, the said Aden Campbell and Madelyn Campbell, his wife, do hereby grant and release said Mortgage as above referred to, to the end that the said Allen E. Conrad and Beatrice A. Conrad, his wife, may hold said property as therein described free and clear from the lien thereof as fully and effectively as though said Mortgage had never been executed.

WITNESS our hands and seals the day and year above written.

Aden Campbell (SEAL

WITNESS:

nama I lanegar

Madelyn Campbell (SEAL

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on the 12 day of February, 1954, before me, the aubacriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Aden Campbell and Madelyn Campbell, his wife, and each acknowledged the aforegoing Deed of Release of Mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year

above written.

Pusi!

Pusi!

Comm. express may 2-19.

To Miger Sellinish City
March 9 19 54

FILED AND RECORDED FEBRUARY 15" 1954 at 8:50 A.M. Uhis Antiquap, made this 13th day of February

, in the

year Nineteen Hundred and fifty-four , by and between

Allen E. Conrad and Beatrice A. Conrad, his wife,

hereinafter called Mortgagor s, which expression shall include their helrs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part les of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee , which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgsgors are justly and bona fide indebted unto the ssid Mortgagee in the full sum of Three Thousend (\$3,000.00) Dollars, which seid indebtedness, together with the interest thereon st the rete of Five per centum (5%) per annum, is payable three years after date hereof. The said Mortgegors do hereby covenant and egree to make peyments of not less than Thirty-Five (\$35.00) Dollers each month on account of the principal and interest as herein steted, the interest to be computed semi-annually end deducted from seid peyments at the rate aforesaid, end the belence thereof, efter deducting the interest, shall be credited to the principal indebtedness.

. THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor a do hereby bargain and seil, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those lote or parcels of ground situated in Election District No. 29 in Allegany County, State of Maryland, which are known and designeted as Lote Nos. 96 and 97 on the Plat of the "Lands of Lewis Heirs end Lewis First Addition, Winchester Road", which Plat is filed among the Land Records of Allegany County, Maryland, in Map Case No. 145 and which said lots are particularly described as follows, to-wit:

LOT NO. 96: BEGINNING for the ease at a point on the Northerly side of Centre Street at the end of the boundary line between Lots Nos.

LESR 302 PAGE 511

95 and 96, of said Plat and running thence along the boundary lines between said Lots Nos. 95 and 96, North 3 degrees 40 minutes East 150 feet to Lot No. 93, thence along a portion of the boundary of Lot No. 93, North 86 degrees 20 minutes West 59 feet to the end of the boundary line between Lots Nos. 96 and 97 of said Plat, thence along the boundary line between Lots Nos. 96 and 97 of said Plat, South 3 degrees 40 minutes West 150 feet to the Northerly side of Centre Street, and thence along the Northerly side of Centre Street, South 86 degrees 20 minutes East 59 feet to the point of beginning.

LOT NO. 97: BEGINNING for the same at the Northeasterly intersection of Centre Street and "A" Avenue and running thence along the Northerly side of Centre Street, South 86 degrees 20 minutes East 59 feet to Lot No. 96, thence on the boundary line between Lots Nos. 96 and 97, North 3 degrees 40 minutes East 150 feet to Lot No. 93, thence along the boundary line between Lots Nos. 93 and 97, North 86 degrees 20 minutes West 59 feet to "A" Avenue, thence along the Easterly side of "A" Avenue, South 3 degrees 40 minutes West 150 feet to the place of beginning.

It being the same two lots or parcels of ground which were conveyed unto the said Mortgagors by William T. Lewis and Edward Lewis, Attorneys in Fact, by the following deeds: Deed dated May 1, 1951, and recorded in Liber No. 233, folio 712, and deed dated May 13, 1952, and recorded in Liber No. 241, folio 574, and deed dated May 13, 1952, and recorded in Liber No. 246, folio 259, all of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee th

the aforesaid

Three Thousand (\$3,000.00) Dollars

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor g may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor g hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in

convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagor s further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least

Three Thousand (\$3,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgages to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgages; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

From P May har

Allen E. Conrad (SEAL)

Blatinica Grad (SEAL)

Beatrice A. Conrad (SEAL)

-(SEVT)

_(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 13th day of February

___, in the yea

	UBER JUZ PAGEJIZ	
19 54, before me, the subscriber, a_	Notary Public	of the State of Maryland,
in and for said County, personally app	eared, Allen E. Conr	and and Beatrice A. Conrad,
his wife,		
	efore me, also personally app	eared W. Wallace McKaig ed Mortgagee , and made oath in bona fide as therein aet forth.
	/	Notary Public

Compared and Mailed Recent ToMtger Redmont, St. Ch March 2019 54

> FILED AND ACCORDED FEBRUARY 15" 1954 at 8:30 A.M. PURCHASE MONEY

This Murigage, Made this Twenty-ninth day of December, ----in the year Nineteen Hundred and Fifty -three -----, by and between JAROLD SEABER, (unmarried), ----

of Westernport, Allegany County, Summer in the State of Maryland, party of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, a corporation organized under the National Banking Lawe,

A STATE OF THE STA

of the second part, WITNESSETH:

Unbereas, the said Jarold J. Seaber, party of the first part, is indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of THIRTY-ONE HUNDRED (\$2100.00) DOLLARS, as evidenced by his negotiable, promisecry note, of even date herewith, payable on demand to the order of the said THE FIRST HATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, for said sum of THIRTY-ONE HUNDRED (\$3100.00) DOLLARS, with interest from date, at said BANK, and to be repaid in sums of not less than THIRTY-FIVE (\$35.00) DOLLARS per month until the entire amount of principal and interest of said acte has been fully paid; to secure the payment of which said sum of Thirtyone hundred (\$3100.00) dollars, with interest as aforesaid, these presents are executed; cente are executed;

How Uberctore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Jarold /, Seaber -----

All that piece or parcel of land situate, lying and being in the Town of Westernport, Allegany County, Maryland, and particularly described as follows:

All of that lot or parcel of real estats situate and located in Hammond's Addition to the Town of Westernport, Allsgany County, State of Maryland, known as Let Bumber Eighty-seven (87) on Vine Street on the plat of said Addition, REGINNING for said parcel at the end of the girst line of Lot Bumber Eighty-eix (86) and running thence North 38 degrees East Fifty (50) fest; thence Borth 57 degrees West One hundred and twentypfive (125) feet; thence South 33 degrees West Fifty (50) feet; thence South 57 degrees East One hundred and twenty-five (125) feet to the place of beginning; and being the same property which was conveyed to the said Jarold & Seaber by Edward J. Ryan and Earl E. Mangee, Trustees in No. 23, 308 Equity in the Circuit Court of Allegany County, Maryland, by Deed, dated December 23rd, 1953, and to be recorded among the Land Records of Said Allegany County, Maryland, prior to the recording of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

hereby covenant e to pay when legally demandable.

But in case of default being made in payment of the mortering debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, extend or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

mortgage debt and interest thereon, the said DETTY of the first mart -----

i	MENTALSPERITARIES AND ASSISTS, OF HARRY K. Drane, its.
	his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wir: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Com-
	berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said Jarold . Seaber, his
	in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor . his representatives, heirs or assigns.
	And the said JaroId /. Seaber, party of the first part,
	further covenant to
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	Company or companies acceptable to the mortgagee or its successors or assigns. Essay the improvements on the hereby mortgaged land to the amount of at least Thirty-one hundred (\$3100.00) Dollars,
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagee .1ts successors name or assigns, to the extent
	of 1ts ortheir lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
	and collect the premiums thereon with interest as part of the mortgage debt
	Witness, the hand and seal of said mortgagor
	Attest:
	Jarold Mayling gr. Jarold & Scaler [SEAL]
	STATE OF WEST VIRGISIA, MINERAL COUSTY, TO WIT: I hereby certify, That on this 30 CA day of December.
1	n the year nineteen Hundred and Fifty three hefore me the subscribes
	Notary Public of the State of Ministrate in and for said County, personally appeared Jarold
,	Seaber, (unmarried),
	andacknowledged the aforegoing mortgage to be his
57	ct and deed; and at the same time before me also personally appeared J. B. Determan.
	ASSIST OF THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,
	he wifhin named mortgagee, and made oath in due form of law, that the consideration in said
	nonegage in true and bona fide as therein set for forth.
BALL	
1	Vernises my hand and Notarial Seal the day and year aforesaid.
	Telebrary 7th 1961 VBural Marfungar
-	Notary/Public.

LISER 302 PAGE 515

FILED AND RECUMBED FEBRUARY 15" 1954 at 8:30 A...

in the year Nineteen Hundred and Fifty Four , by and between Ellison Courtney and Rosezella Mae Courtney, his wife, hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, and assigns, where the context so admits our requires, of Allegany County, in the State of Maryland part ies of the first part, and THE NATIONAL BANK OF KEYSER, WEST VA., a corporation, hereinafter called Mortgagee, which expression shall include its personal representatives, successors and assigns, where the context so admits or requires.

of Mineral County, in the State of WestVirginia,
part Y of the second part, WITNESSETH:

Mortgages in the full and just sum of SEVEN HUNDRED (\$700.00) DOLLARS as evidenced by their promissory note of even date herewith, payable on demand after date, with interest from date at the rate of Six (6) per cent per annum, and on the face of which note is the following:

"A minimum of \$ 1500 to be paid on this note each month, but notwithstanding the balance due on the note with interest may be called at any time".

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Sourtney and Rosezella Mac Courtney, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

The National Bank of Keyser, WestVirginia, a corporation, its successors

All that certain lot or parcel of land situate near the village of McCoole, Allegany County, State of Maryland, being more particularly bounded and described as follows, to-wit:

BEGINNING at a small stone in the line of the right of way of the Western Maryland Railway Comoany and, also in an original line of the entire tract formerly owned by Thomas Dixon and running, thence with said line S. 62 deg. E. 72 feet to a fence

post; thence S. 15 deg. 30' West 182 feet to a post; thence N. 65 deg. 36' West 179' feet to a point in a line of a lot sold by themas Dixon to Mrs. Mooman; thence with said line, N. 47 deg. 30' East 100 feet to the BEGINNING, containing 88 square poles, more or less.

ALSO, all right, title and interest in and to a certain right of way extending from the acove conveyed parcel of land to the Fotomac River over the strip of land owned by William M. Dixon lains between the parcel of land hereby conveyed and the reformac River.

Being the same real estate conveyed to Ellison Caurtney and Rosezella Mae Courtney, his wife, by deed from Claude C. Miers and Julia M. Miers, his wife, which deed is dated the 5th day of July, 1946 and is recorded in Liber R.J. No. 210, Folio 124 One of the Land Records of Allegany County, Maryland.

together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Dollars, in manner and form as hereinbefore provided, and especially the monthly payments of \$ as herein set forth.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Billison Courtney and Rosezella Mae Courtney, his wife, their heirs

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Ellison Courtney and Rosezella Mae

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said The National
Bank of Keyser, West Virginia, a corporation, its personal representatives
successors.

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

15	matured or not; and as to the balance, to pay it over to the said Ellison Courtney and	
	Mosezella mae Courtney, his wife. Their	
	heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns.	
	And the said Ellison Courtney and Rosezella Mae Courtney, his wi	
	further covenant to	
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
	Company or companies acceptable to the mortgagee or 1ts succeasors and	
	assigns, the improvements on the hereby mortgaged land to the amount of at least	
1	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
	to inure to the benefit of the mortgagee its successors into assigns, to the extent	
	of theo lien or claim hereunder, and to place such policy or	
	policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance	
	and collect the premiums thereon with interest as part of the mortgage debt	
	Illitness, the hand and seal of said mortgagor	-) - 1
	Attest:	
	Collison Courtney [SEAL] Tous da nia Courtney Causty [SEAL]	
	Edison Courtney (SEAL)	//
	Rose zo La Mae Contine	, "
	THE NATIONAL BANK OF KEYSER, W. VA. [SEAL]	7
1	a corporation.	
	[SEAL]	1
	Joseph E.Patchett, Its President.	
~	West Virginia,	
3	ate at Michigania,	1
IV.	Ineral	
A C	Active County, to-wit:	
20	Aegang County, to-wit:	
A.	illici di	
,•	I hereby certify, That on this the day of February	
in t	Regard County, to-wit: I hereby certify, That on this the day of February	
in to	Thereby rerify, That on this	
in a N Co to and	Therrhy rertifit, That on this day of February the year nineteen Hundred and Fifty Four , before me, the subscriber, Notary Public of the State of Maryland, in and for said County, personally appeared Ellison our they and Rosezella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the way of February, 1954 define the within names Mortgagors, each acknowledged the aforegoing nortgage to be their respective	
in to Coo and and	Therefore Counting, to-unit: I herefore Counting, to-unit: I herefore Counting, to-unit: The vear nineteen Hundred and Fifty Four hefore me, the subscriber, before me, the subscriber, before me, the subscriber, who are not considered and solve the Maryland, in and for said County, personally appeared Ellison out the writing hereto bearing date the writing hereto bearing date the define the within names Mortgagors, each acknowledged the aforegoing mortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett,	
in to a N co to and and act	Therrhy rertifit, That on this day of February the year nineteen Hundred and Fifty Four before me, the subscriber, Notary Public of the State of Maryland, in and for said County, personally appeared Ellison out they and Rosezella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the way of February, 1954 define the within names Mortgagors, each acknowledged the aforegoing nortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank of Keyser W.Va. a corporation,	
in to Coo to and act Protocol	Thereby rerifit. That on this duy of February the year nineteen Hundred and Fifty Four , before me, the subscriber, Notary Public of the State of Maryland, in and for said County, personally appeared Ellison outrney and Mosezella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the define the within names Mortgagors, each acknowledged the aforegoing mortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank, of Keyser W.Va. a corporation, within named mortgagee, and made oath in due form of law, that the consideration in said	
in to a N Co to and act Prother	Therrhy rertifit, That on this day of February the year nineteen Hundred and Fifty Four before me, the subscriber, Notary Public of the State of Maryland, in and for said County, personally appeared Ellison out they and Rosezella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the way of February, 1954 define the within names Mortgagors, each acknowledged the aforegoing nortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank of Keyser W.Va. a corporation,	
in tank and act Prother	Thereby rerifit. That on this duy of February the year nineteen Hundred and Fifty Four , before me, the subscriber, Notary Public of the State of Maryland, in and for said County, personally appeared Ellison outrney and Mosezella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the define the within names Mortgagors, each acknowledged the aforegoing mortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank, of Keyser W.Va. a corporation, within named mortgagee, and made oath in due form of law, that the consideration in said	
in tank and act Prother	Thereby rerifit. That on this duy of February the year nineteen Hundred and Fifty Four , before me, the subscriber, Notary Public of the State of Maryland, in and for said County, personally appeared Ellison outrney and Mosezella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the define the within names Mortgagors, each acknowledged the aforegoing mortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank, of Keyser W.Va. a corporation, within named mortgagee, and made oath in due form of law, that the consideration in said	
in to a N Co to and act Prother	Therrhy rerifit, That on this day of February the year nineteen Hundred and Fifty That on this day of February the year nineteen Hundred and Fifty That on this day of February the year nineteen Hundred and Fifty That on this day of February before me, the subscriber, whose names are signed the writing hereto bearing date the define the within names Mortgagors, each acknowledged the aforegoing nortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank of Keyser W.Va. a corporation, within named mortgagee, and made oath in due form of law, that the consideration in said tgage is true and bona fide as therein set for forth.	
in to a N Co to and act Prother	Iterrhy criffy. That on this day of February the year nineteen Hundred and Fifty Four before me, the subscriber, before me and mose sella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the define the within names Mortgagors, each acknowledged the aforegoing nortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank of Keyser W.Va. a corporation, within named mortgage, and made oath in due form of law, that the consideration in said trage is true and bona fide as therein set for forth.	
in tank and act Prothe	Iterrhy criffy. That on this day of February the year nineteen Hundred and Fifty Four before me, the subscriber, before me and mose sella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the define the within names Mortgagors, each acknowledged the aforegoing nortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank of Keyser W.Va. a corporation, within named mortgage, and made oath in due form of law, that the consideration in said trage is true and bona fide as therein set for forth.	
in tank Cootoo and and act Prother	Interrupt restify. That on this day of February the year nineteen Hundred and Fifty Four before me, the subscriber, Notary Public of the State of Maryland, in and for said County, personally appeared Ellison aurtney and Mosezella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the deling the within names Mortgagors, each acknowledged the aforegoing nortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank, of Keyser W.Va. a corporation, within named mortgagee, and made oath in due form of law, that the consideration in said tgage is true and bona fide as therein set for forth. VITNESS my hand and Notarial Saal the day and year aforesaid.	
in to a M Co to and and act Protthe	Therrhy rertify, That on this I herrhy rertify, That on this The year nineteen Hundred and Fifty The year nineteen Hundred and Fifty Four The year nineteen Hundred and Fifty That on this The year nineteen Hundred and Fifty Four The year nineteen Hundred and Fifty That on this The year nineteen Hundred and Fifty Four The year nineteen Hundred and Fifty That on this The year nineteen Hundred and Fifty That on this The year nineteen Hundred and Fifty The year nineteen Hund	poratio
in to a M Co to and and act Protthe	Thereby certify, That on this I hereby certify, That on this the year nineteen Hundred and Fifty Four Sotary Public of the State of Maryland, in and for said County, personally appeared Ellison purtney and mosezella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the large of February, 1954 deing the within names Mortgagors, each acknowledged the aforegoing nortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank of Keyser W.Va. a corporation, within named mortgagee, and made eath in due form of law, that the consideration in said trage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid. Sommission expires All Seal the day and year aforesaid. Notary Public.	poratio
in to a N Co to an and act Pro	Therrhy rertify, That on this I herrhy rertify, That on this The year nineteen Hundred and Fifty The year nineteen Hundred and Fifty Four The year nineteen Hundred and Fifty That on this The year nineteen Hundred and Fifty Four The year nineteen Hundred and Fifty That on this The year nineteen Hundred and Fifty Four The year nineteen Hundred and Fifty That on this The year nineteen Hundred and Fifty That on this The year nineteen Hundred and Fifty The year nineteen Hund	sporation and its
in to a M Co to and and act Prottee	Thereby certify, That on this I hereby certify, That on this the year nineteen Hundred and Fifty Four Sotary Public of the State of Maryland, in and for said County, personally appeared Ellison purtney and mosezella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the large of February, 1954 deing the within names Mortgagors, each acknowledged the aforegoing nortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank of Keyser W.Va. a corporation, within named mortgagee, and made eath in due form of law, that the consideration in said trage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid. Sommission expires All Seal the day and year aforesaid. Notary Public.	poration and its
in to a M Co to and and act Prottee	Thereby certify, That on this I hereby certify, That on this the year nineteen Hundred and Fifty Four Sotary Public of the State of Maryland, in and for said County, personally appeared Ellison purtney and mosezella Mae Courtney, his wife, whose names are signed the writing hereto bearing date the large of February, 1954 deing the within names Mortgagors, each acknowledged the aforegoing nortgage to be their respective and deed; and at the same time before me also personally appeared Joseph E.Patchett, esident of the National Bank of Keyser W.Va. a corporation, within named mortgagee, and made eath in due form of law, that the consideration in said trage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid. Sommission expires All Seal the day and year aforesaid. Notary Public.	rporation and its

ToMfee Redmont Hla March q 19 5 4

USSR 302 MU 515

Fried And accompand rapids and 15" 19:4 at 11:20 A.m.

This Mortgage, Made this Fifteenth day of February		
in the year Nineteen Hundred and Fifty Four, by and between		
Hary Alice McCubloh, wicow,		
Allegany		
1.1. Y of the first part, and Harry McCalloh Jr.,		
in 1 7 of the first part, and marcy account of .,		
Mineral		
ef the second part, WITNESSETH		
Unborces, the said party of the first part is indebted unto the said party of the second part for money borrowed in the sum of FIVE THOUSAND FULLERS (\$5,000.00), as evidenced by the Promissory Note of the said party of the first part of even date herewith, made payable unto the order of the said party of the second part ON LEMAND in the amount of FIVE THOUSAND FOLLARS (\$5,000.00) with interest at the rate of Six Percent (6%) per Annum, and Thow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there- of, together with the interest thereon, the said party of the first part		
do €S give, grant, bargain and sell, convey, release and confirm unto the said		
party of the second part, his		
heirs and assigns, the following property, to-wit:		
All of Lots Numbers Six (6), Seven (7), Eight (8), and Nine (9), of Lots Numbers Four (4) and Five (5), of Twigg's addition to Cumberland, Allegany County, Maryland, as described more particularly in that certain deed from Robert T. Powell et ux., to Harry McCulloh Sr., and Mary Alice McCulloh, his wife, cated deptember 30, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 194, Folio 396, the title of which property became vested in the said Mary Alice McCulloh, the party of the first part, upon the death of her husband		
Together with the buildings and improvements thereon, and the rights, roads, ways,		
vaters, privileges and appurtenances thereunto belonging or in anywise appertaining.		
Drovided, that if the said party of the first part, her		
heirs, executors, administrators or assigns, do and shall pay to the said		
party of the second part, his		
xecutor , administrator or assigns, the aforesaid sum of		
FIVE THOUSANI LULLARS (\$5,000.00)		
ogether with the interest thereon, as and when the same shall become due and payable, and in		
ne meantime do and shall perform ali the covenants herein on her part to be		
erformed, then this mortgage shall be void.		
* And it is Agreed that until default be made in the premises, the said.		
party of the first part, her		

may hold and possess the aforesaid preperty, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said party of the first part
hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or Horace P. Whitworth Jr his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, her
And the said party of the first part
further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least FIVE THOUSAND DOLLARS
Mitures, the hand and seal of said mortgagor Attest: Atment Phitometh gr. marf alice McCulloh Mary Alice McCulloh
State of Maryland,
Allegany County, to-wit:
I hereby certify, That on this Fifteenth day of February
in the year nineteen Hundred and Fifty Four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Mary Alice McCulloh, Widow
and did acknowledged the aforegoing mortgage to be her voluntary
act and deed; and at the same time before me also personally appeared.
Harry McCulloh Jr

UBER 302 MRE 520

mortrage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mythe Tyle Notary Public.

To Des & Legge acty City
March 9 15x

FILED AND COCCHDED FEBRUARY 16" 1954 at 12:05 P.M.

Uhis H	lorigage, Made this.	15TH day of FEBRUARY	in the
year Ninctee	Hundred and fifty-four	by and between	in tale
Ar	thony J. Lagratta an	nd Ella M. Lagratta, his wife,	
corporate, Inc	mortgagors, and First Federa orporated under the laws of the the second part, hereinafter	the State of Maryland, part168 of the first paral Savings and Loan Association of Cumberland the United States of America, of Allegany Countricalled mortgagee.	

Seven Thousend 00/100 - - - (\$7000.00) - - - - Dollars, which said sum the mortgagors agree.

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{\mu_2}{2}$ per cent. per annum, in the manner following:

By the payment of Forty-four 31/100 - - (\$44.31) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of Michigan Avenue known and designated as Lots Nos. 22 and 23 in Brookeland Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded

in Plat Case Box No. 114 among the Land Records of Allegany County,.

Varyland, which said lots are more narticularly described as a

whole as follows, to-wit:

Avenue at the end of the first line of Lot No. 21 in said addition, and running then with said avenue South 54 degrees 30 minutes Fast of feet, then South 35 degrees 30 minutes West 130 feet to the northerly side of an alley, then with said alley North 54 degrees 30 minutes West of said lot No. 21, and then with said second line reversed North 35 degrees 30 minutes East 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Alfred Fairall and Maxine Helen Fairall, nis wife, dated the 7th day of August, 1951 and recorded among the Land Fedoras of Allegeny County, Maryland, in Liber No. 234, folio 674.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and Improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein-free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor 8 may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor 8 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs

or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a confission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand 00/100 - - - (\$7000.00) - - - - Z Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim thereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness liereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-forcing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the invertence and at the option of the mortgagee, immediately mature the entire principal and interest hordy secured, and the mortgagee may, without notice, institute proceedings to fercelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adecuacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the nortgagor's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assig

Mitness, the handsand scale of said mortgagors.

Attest:

Anthony Lagratus [SEAL]

Class M. Barutta [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15 TH day of FEBRUARY

in the year nineteen Hundred and Fifty — four ______, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Anthony J. Lagratta and Ella M. Lagratta, his wife, the said mortgagers herein and they acknowledged the aforegoing mortgage to be their act and the same time before me also personally appeared George W. Legge, Attorney and agent for the said in amed mortgages and made oath in due form of law, that the consideration in and mortgages are true and bone fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

WITHERSS my hand and Notarial Seai the day and year aforesaid.

Down LO

Notary Public.

Н

Matgeo City March 26

FILSD AND RECORDED FEBRUARY 16" 1954 at 12:05 P.M.	
This Mortgage, Made this 1574 day of FERRUARY in year Nineteen Hundred and fifty -1002 by and between	n the
William A. Brown and Eve M. Brown, his wife,	
of Allegany County, in the State of Maryland, particing the first part, he inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a becomporate, incorporated under the laws of the United States of America, of Allegany County, M. land, party of the second part, hereinafter called mortgagee.	body
WITNESSETH: Unbercas, the said mortgages has this day loaned to the said mortgagors, the sun Two Thousand Eight Hundred Twenty-five 00/100 Doll	
which said sum the mortgagors agree to repay in installments with interest thereon for the date hereof, at the rate of 50 per cent. per annum, in the manner following: By the payment of Twanty-six 87/100 - (\$26,87) Doi:	rom

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground on the southeasterly side of Lehigh Street, Cumberland, Allegeny County, Maryland, known and designated as parts of Lots Nos, 23 and 24 in Riverview Addition to Cumberland, a plat of which said addition is recorded in Liber 108, folio 739, one of the Land Records of Allegany County, Maryland, which said parcels are more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the southeasterly side of Lehigh Street, said point being also at the intersection of a 12 foot alley and Lehigh Street, 'said point also being North 7 degrees 10 minutes East 110 feet from the intersection of the Southessterly side of Lehigh Street and the northeasterly side of Water Street, and running then along Lehigh Street South 7 degrees 10 minutes West 25 feet, then South 82 degrees 50 minutes East 50 feet to the division line between Lots Nos. 2h and 25 of said addition, then with said





division line forth 7 degrees 10 minutes East 25 feet to a 12 foot alley, and then with said alley North 82 degrees 50 minutes West 50 feet to the place of beginning.

Being the same property which was conveyed by Carl L.

Firlie and Vincent G. Firlie, Executors, et al., to William A. Brown and Eva S. Brown, his wife, by deed dated the 8th day of March,

1346 and recorded among the Land Records of Allegany County, Maryland in Liber 207, folio 466.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

it is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needtul and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that that will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor 8 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least Two Thousand Fight Hundred Twenty-five 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagers, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgage, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of suid property and collect all rents and issues therefrom pending such proceedings as any be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagoe on or before. March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagoe recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way free the indebtodness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgages to keep the buildings on said property in good condition of repair, the mortgagoe may demand the joursedinte repair of said buildings or an increase in the amount of security, or the inexading represent of the debt hereby secured and the failure of the mortgagor \$\beta\$ to comply with said demand of the mortgagee in property in good condition of repair, the mortgagor \$\beta\$ to comply with said demand of the mortgagee in mediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to forcelose this nortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagee's written

Hitness, the handsand seasof said mortgagors.

Attest:

M. Brown

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15 TH day of FEBRUARY

in the year nineteen Hundred and Fifty - four , before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared

William A. Brown and Eva M. Brown, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

ASS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

USER 302 BASE 52F

Theo And meCombed FadmUARY 16" 1994 at 9:00 A.M.

This Mortgage, Made this 12 My day of Pebruary

in the year Nineteen Hundred and fifty-four

, by and between

- - - POSTER L. BITTNER and CLARA H. BITTNER, his wife- - -



Allegany

County, in the State of Maryland,

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

xx Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promisaory note of the parties of the 'first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its auccessors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,

together with the interest thereon, including any future advances, the said parties of the first hereby part do give, grant, bargain and sell, convey, release and confirm unto the said party

of the second part, its successors and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated in the Town of Ellerslie, Allegany County, Maryland, known ss Lot No. 5 of the First Extension of Andrew Ramsay's Addition, which lot is more particularly described as follows, to wit:

BEGINNING for the same at a point on the westerly side of Church Street at the end of the first line of Lot No. 4 (said point being North two degrees forty-five minutes West two hundred feet from the intersection of the westerly side of Church Street with the northerly side of Hopkins Street) and running thence with the westerly side of Church Street Morth two degrees forty-five minutes West fifty feet; thence South eighty-seven degrees fifteen minutes West one hundred feet to a twelve foot allev: thence with said alley South two degrees thence South eighty-seven degrees inteen minutes west one nundred result of a twelve foot alley; thence with said alley South two degrees forty-five minutes East fifty feet to the end of the second line of said lot No. 4; thence reversing said second line North eighty-seven degrees fifteen minutes Esst one hundred feet to the place of beginning.

IT being the same property which was conveyed by Michael S. Heiskell et ux to Foster L. Bittner et ux, by deed dated February 24, 1953, and recorded in Deeds Liber No. 248, folio 49, among the Land Records of Allegany County, Maryland.

with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Browided, that if the said parties of the first part, theirheirs, executors, administrators or assigns, do and shall pay to the said part. Y _____of the second part. 1ta successors

Emerica x x administrator or assigns, the aforesaid sum of...

- -

1958 302 PARE 527

4-	FIVE THOUSAND ONE HUNDRED	
1	together with the interest thereon, and any future advances made as aforesaid, as and when the	
	same shall become due and payable, and in the meantime do and shall perform all the covenants	
	herein on their part to be performed, then this mortgage shall be void.	A CONTRACTOR OF THE PERSON OF
	And it is Agreed that until default be made in the premises, the said parties of the	1
	first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes.	
	assessments and public liens levied on said property, all which taxes, mortgage debt and interest	
	thereon, the said parties of the first part hereby covenant to pay when legally demandable.	
	But in case of default being made in payment of the mortgage debt aforcsaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of	
	this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become	
	due and payable, and these presents are hereby declared to be made in trust, and the said party	
	of the second part . 1ts successors subrantones, and assigns, or	
	cobey, carscaden and gilchrist its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over	
	to the said parties of the first part . their helrs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed	
	and paid by the mortgagors, their representatives, heirs or assigns.	
	And the said part ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies	
	acceptable to the mortgagee or 1ts assigns, the improvements on the hereby mortgaged land to	
	the amount of at least FIVE THOUSAND ONE HUNDRED 00/100 (\$5,100.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire	
	or other losses to inure to the benefit of the mortgagee , 1ts successors heirs or	
	assigns, to the extent of 1ts or the 1r lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	
	Milness, the hands and seals of said mortgagors.	
	Witness: (as to Both)	
	7	
	Redth M Jadd Froster I Bittner [Seal]	
	Clare H Bittnee [Seal]	
	State of Maryland,	
	Allegany County, to-wit:	
	I hereby certify, That on this /2 Thay of February	
	In the year nineteen hundred and fifty-four , before me, the subscriber	
	a Notary Public of the State of Maryland, in and for said County, personally appeared	3
	FOSTER L. BITTNER and CLARA H. BITTNER, his wife	
	and asch acknowledged the aforegoing mortgage to be their respective	
٠	The contract of the contract o	

102 ME 528

act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG.

Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said of trace is true and bona fide as therein set forth, and further made oath that he is the callifer of the said Bank and duly authorized by it to make this 1 to. SS my hand and Notarial Scal the day and year aforesaid.

tuttet m. Jode

Compared and come Delivered F My City

FILED AND ACCUMED FEBRUARY 16" 1954 at 2:00 P.M.

in the year nlneteen hundred and

DONALD M. EMERICK and PEGGY A. EMERICK, his wife

Fifty-four /

, by and between

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having lts principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the sald Donald M. Emerick and Peggy A. Emerick, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of TWO

THOUSAND FIVE HUNDRED (\$2500.00) Dollars. payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on MARCH 31. 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the sald Donald M. Emerick and Peggy A. Emerick, his wife

dome hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

UBER 302 MIE 529

All that piece or parcel of ground known as Lot No. 46 and the adjoining one-half of Lot No. 47 as shown on the plat of Andrew Ramssy's Addition to the Town of Ellerslie, in Allegany County, Maryland, and recorded in Liber No. 131, folio 725, one of the Land Records of Allegany County, and more particularly described as follows, to-wit:

BEGINNING for the same at the point of intersection of the Northeast side of Short Street and the Southeast side of Stevenson Street and running thince with the Southeast side of Stevenson Street (Magnetic Bearings and distances as of said plat) North 26 degrees and 20 minutes East, 75 feet, thence leaving Stevenson Street and at right angles to the said Stevenson Street, South 63 degrees and 40 minutes East 100 feet to the Northwest side of an alley, thence with the Northwest side of the said alley and parallel to Stevenson Street, South 26 degrees and 20 minutes West 75 feet to the point of intersection of the Northwest side of the aforesaid alley with the aforementioned Northeast side of Short Street, thence with the Northeast side of Short Street, North 63 degrees and 40 minutes West 100 feet to the beginning.

It being the same property which was conveyed unto the said Donald M. Emerick and Peggy A. Emerick, his wife by Danne Francis Shaffer and Betty Louise Shaffer, his wife, by deed dated the standard day of February, 1954, and to be recorded simultaneously with this mortgage among the Land Records of Allegany County.

This mortgage is given to secure a part of the purchase money of the above described property and is, therefore, a Purchase Money Mortgage.

TOGETHEE with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the merigagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgages as additional security, and the mortgager also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its George R.Rughes , its, his or their duly constituted attorney or ors and assigns, or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in anner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party seiling or making said sale, and in case said property is advertised, under the power her dis contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the belance, to pay it over to the aid mortgagor, his heirs, personal representatives or assigns AND the said mortgagor does further occusant to insur-

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to heep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount

LEER 302 MGE 530

Twenty-five hundred Dollars, and to cause the policy or policies issued therefor to be so formed or endorsed, see in the case of fire, to inure to the bepefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Donald M. Emerick _(SEAL)

Thomas LKeed

Gegny a. Comerick (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 15th, day of

February

in the year nineteen

hundred and Fifty-four before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Donald M. Emerick and Peggy A. Emerick, his wife,

and

acknowledged, the foregoing mortgage to be

their

act and

deed; and at the same time, before me, also personally appeared Charles A. Pipor

President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

The witness whereof I have hereto set my hand and affixed my notarial seal the day and year

abgrewritten. OTAR

Leo asiebert

The st. Legge arty Cty

FILED AND RECORDED FEBRUARY 16" 1954 at 12:05 P.M.

PURCHASE MONEY

This Mortgage, Made this 15 TN day of FEBRUARY

year Nineteen Hundred and fifty -four by and between

Richard L. Close and Nina M. Close, his wife,

of Allegany County, in the State of Maryland, partical of the first part, here inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maland, party of the second part, hereinafter called mortgages.

WITNESSETH:

302 PAGE 531

Fight Thousand 00/100 - - - (\$8000.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{\mu_{2}}{2}$ per cent. per annum, in the manner following:

By the payment of F1fty 64/100 - - - - (\$50.64) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors dogive, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being in the Town of Ellerslie, Allegany County, Maryland known and designated as part of Lot No. 12 and whole lot No. 13 and part of Lot No. 26 and whole Lote Nos. 27 and 28 and whole Lote Nos. 43, 44 and 45 in Andrew Ramsay Company's addition to the Town of Ellerslie, Varyland, a rist of which said addition is recorded in Liber 131, folio 725 one of the Land Records of Allegany County, Maryland, which said parcels are more particularly described as follows, to-wit:

PAFT OF LOT NO. 12 AND WHOLE LOT NO. 13: Beginning for the same on the coutherly side of State Boad running from Cumberland to Ellerelia, Maryland at a point 25 feet distant from the place of beginning of Lot No. 12 of the Andrew Ramsay Company's Addition to the Town of Ellerslie in Allegany County, Maryland designated as marcel No. 1 in a deed from Pearl McDonald and Charles J. McDonald, her husband to George Allen Cook and Bertha B. Cook, his wife, dated May 2, 1946, which is recorded in Liber 208, folio 601 one of the Land Peconds of Allegany County, Maryland, said point being on the first line of said deed and continuing with the first line of said deed a distance of 25 feet, then continuing with said State Road North 10 degrees 25 minutes East 50 feet, then South 79 degrees 25 minutes Fast 100 feet to the northerly side of a 12 foot alley, then with said alley South 10 degrees 35 minutes West 47.2 feet to a stake and continuing with said alley South 9 degrees 4 minutes West 21 feet 5 inches and then at right angles to said alley and bisecting Lot No. 12 foo feet to the place of beginning.

PART OF LOT NO. 26 AND WHOLE LOTS NOS. 27 AND 28: Beginning for the same at the intersection of the northwesterly side of Stevenson Street and the southerly side of Short Street, and running then with said Stevenson Street South 26 degrees 20 minutes West 161.33 feet, then North 80 degrees 56 minutes West 70 feet to a 12 foot alley, then in a northeasterly direction along and with said alley approximately 124.75 feet to the end of the division line between Lots Nos. 27 and 28, then continuing with said alley North 26 degrees 20 minutes East 50 feet to the southerly side of Short Street, and then with Short Street South 63 degrees 40 minutes East 100 feet to the place of beginning.

WHOLE LOTS NOS. 43, 44 AND 45: Beginning for the same at the southeasterly side of Stevenson Street and at the end of the first line of Lot No. 42 in said addition, said point being distant 150 feet from the intersection of the southerly side of Short Street and the southeasterly side of Stevenson Street and running then with Stevenson Street North 26 degrees 20 minutes East 150 feet to the southerly side of Short Street, then with said Short Street South 63 degrees 40 minutes East 100 feet to an alley, then with said alley South 26 degrees 20 minutes West 150 feet to the end of the second line of said Lot No. 42 and then with eaid second line reversed North 63 degrees 40 minutes West 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ellis E. Dash and Maxine Dash, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland simultaneously with the recording of these presents.

And whereas this mortgage shall also secure as of the date hereof ruture advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount where would make the mertgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied, on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further cevenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fight Thousand 00/100 = - = - (\$8000.00) = - = - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the Indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and more heriture of the contragron, to keep the building, an said property in good condition of repair, the moreagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repairment of the debt hereby secured and the failure of the mortgage in the amount of security, or the with said demand of the mortgagee for a period of thirty days shall constitute a breach of this nontgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagees's written consent, or should the same be encumbered by the mortgagors; their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the handsand searof said mortgagors.

Attest:	,	
	Xi to 1 of 6/m	
19 11	Richard L. Close	=[SEAL]
(Deal X X)	line Mina M. Close	[SEAL]
XY VV	Nine M. Close	[SEAL]
State of Maruland		

Allegany County, to-wit:

I hereby certify, That on this_ 15 TH day of FEDRUARY in the year nineteen Hundred and Fifty - four ., before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard L. Close and Nina M. Close, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form in said morrgage is true and bona fide as therein set forth, and did further make oath in due for of law hat he had the proper authority to make this affidavit as agent for the said mortgagee.

WHTNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

102 PAGE 534

PILED AND RECORDED FEBRUARY 17" 1954 at 10:20 A.M.

THIS MORTCACE, Made this 1546 day of February, 1954, by and between CHARLES W. SEASHOLTZ and MARIE D. SEASHOLTZ, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BACK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, "ITLESSETH:

1

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Ten Thousand (\$10,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a Purchase Loney lortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Seventy Five Dollars and Ninety Cents (\$75.90) beginning on the 15th day of March and a like and equal sum of not less than Seventy Five Dollars and Minety Cents (475.90) on the said 15-fh day of each and every conth thereafter, said inthly payments to be applied first to interest and the balance to unpaid principal debt until the February, 1964, when the entire 15th day of unpaid principal debt together with interest due thereon shall become due and payable.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt ayment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

PARCEL NO. ONE: ALL that lot, piece, or parcel of land situate, lying, and being along the Northerly side of The Braddock

Road in the City of Cumberland, Allegany County, State of Muryland, and being all of Lots Nos. 15, and 16, and parts of Lots Nos. 22 and 23 of The Cumberland Land Company's "High View Addition" to the seid City of Cumberland, end which property is acscribed as a whole as follows, to-wit:

BEGINWING for the same at an iron pin standing at the Northwesterly corner of the aforesaid Lot No. 22, said corner forcing the intersection of the Southerly side of a 15-foot alley with the Easterly side of Nemacolin Avenue (originally called Highview Avenue); end running thence with the Easterly side of said Nemacolin Avenue, South 40 degrees 66 minutes East 231.67 feet to the Northerly side of The Braddock Road, or Washington Street extended end the end of the first line of all that lot or parcel of land that was conveyed by Thomas L. Myers and Edith D. Myers, his wife, to the State of Meryland for the use of the State Roads Commission by deed dated April 26, 1932, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 167, folio 451, and running thence with pert of the second line of said parcel, and with the Northerly side of The Braddock Road, North 57 degrees East 100.71 feet to the division line between Lots Nos. 16 and 17 of the aforeseid Addition; thence with seid division line and the same extended across the aforesaid Lots Nos. 22 and 23, North 40 degrees 60 minutes West 245 feet to the Southerly side of the eforesaid 15-foot alley; thence with the Southerly side of said 15-foot alley, South 50 degrees 00 minutes West 100 reet to the place of beginning.

PARCEL NO. TWO: ALL of Lots Nos. 17 and 18, end parts or lots Nos. 22 and 23 or The Cumberland Land Company's "High View Addition" to the City or Cumberland, e plat of which said Addition is recorded in Plat Box 35, and en emended plet of which said Addition is recorded in Plat Box No. 119, or the Land Records of Allegany County, Maryland, which property is described as a whole es follows, to-wit:

BEGINNING for the same at an iron pin stending et the Northeast corner of Lot No. 22, said dorner being at a point 200 feet distant from the intersection or the South side of a 15-foot alley with the Easterly side or Nemacolin Avenue; and running thence with the Southerly side or said alley, South 50 degrees West 100 feet to an iron pin; thence South 40 degrees East 243.95 feet (said line extending across Lots Nos. 22 and 23 and merging with and becoming the division line between Lots Nos. 16 and 17 of said Addition) to an iron pin on the Northerly side of Brad-

dock Road; thence running with part of the second line of all that lot or parcel of land that was conveyed by Thomas L. Myers, widower, to the State of Maryland by deed dated April 26, 1932, and recorded among the Land Records of Allegany County, Maryland, in liber No. 167, folio 451, North 57 degrees Mast 100.71 feet to an iron pin; thence North 40 degrees West 254.60 feet to the place of reginning.

It being the same property conveyed in a deed of even date herewith by Ernest E. McCollough and Zelia E. McCullough, his wife, and intended to be recorded among the Land Records of Allegany County, Waryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Ten Thousand (#10,000.00) Dollars, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their art to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the presises, the said parties of the first part may fold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all or which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the

100

party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable; and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Sapper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby morte-ged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-vit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in alleguny County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneye owing under this mortgage, including such future udvances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or aseigns, and in case of advertisement under the above power, but no eale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and aesigns.

And the eaid parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Ten Thousand (\$10,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect eaid insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hande and seals of the said mortgagors.

WITNESS as to both;

774.7184

Charles W. SEASHOLTY)

marie D. SKASHOLTE (SKA)

UBER 302 PAGE 538

STATE OF MARYLAND. 'ALLEGANY COUNTY, to-wit:

I MEREBY CERTIFY, That on this 15th day of February, 1954, before we, the Subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES W. SEASHOLTZ and MARIE D. SEASHOLTZ, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared ALBERT ". TINDAL, Iresident of The First National Sank of Cumberland, the within names mortgagee, and made bath in due form of law that the consideration in said mortgage is true and bona fide as therein

MITHESS my hand and Notarial Seal.

Magel W. Codes

My Commission expires May 2, 1955

mtgee Cet Murch

FILED AND RECORDED FEBRUARY 17" 1954 at 3:20 P.M.

This Mortgage, Made this _____ 17 th ____ day of February, by and between

in the year nineteen hundred and Fifty Four,

Charles Welsh and Mary V. Welsh, his wife.

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:



Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of One Thousand (\$1,000.00) Dollars, for which they have given their promissory note of even date herewith, payable with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Thirty-Five (\$35.00) Dollars.

And misrress, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or Improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Northerly side of Sedgwick Street, in the City of Cumberland, Allegany County, Maryland, comprising parts of Lots Nos. 48 and 49 of Section A, in Camp Hill Addition to Cumberland, and particularly described as follows, to-wit:

Beginning for the same at a point on the Northerly side of Sedgwick Street distant South 76 degrees 53 minutes East 66 feet from the intersection of the Northerly side of Sedgwick Street and the Easterly side of East Thackeray Drive, said point being also at the end of 9 feet on the first line of Lot No. 48 of Section A, and running thence with the Northerly side of Sedgwick Street, North 76 degrees 53 minutes West 36 feet; then North 13 degrees 7 minutes East 70 feet; then parallel with Sedgwick Street, South 76 degrees 53 minutes East 36 feet; then South 13 degrees 7 minutes West 70 feet to the place of beginning.

Being the same property conveyed by The Second National
Bank of Cumberland, Maryland, Trustee, to the said Charles Welsh et ux by deed dated
September 7, 1942, and recorded in Liber No. 194, folio 309, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a
further description.

In have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesald property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest,

penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage. including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or their heirs or assigns.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Mitness, the hands and seals of said Mortgagors

Attest:

| Charles | Welsh | Charles | Welsh |
| Charles | Welsh | Charles | Welsh |
| Mary V. Welsh | (SEAL)
| State of Maryland, Allegany County, 10-mil:

I herring Certify, that on this — 17th — day of February, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Charles Welsh and Mary V. Welsh, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Military whereof I have hereto set my hand and affixed my Notariai Seal the day

Milliam

Notary Public

En

This Mortgage, Made this 172 day of day of in the year Nineteen Hundred and Fifty - rice in Fig. Lice Br. Buthal Year ice, in wife, of County, in the State of Article part 162 of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH: Whereas, the said __aurice _inriels like and Line! Tera nice, Janille, stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of orty-live undred and he/100-----annum, to be computed monthly on unpaid balances, in payments of at least_ payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure) per month plus interest; the first of said monthly

And Tabereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

which said principal, together with the interest accuring thereon, these presents are made.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Maurice minifield Rice and Ethel

Vera Rice, nis wife,

LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following propwhite towith ... I the let of from a simulate in the City of a wearland, or * to rest, loss the reen of rounding to in the state of t inch the case property which was conveyed to the said Maurice in Table like and Itnel Formatice, his wife, by the Lafe Deposit and rust language of altitum, Frantis ander the will of Frank in the , as is intended the lating of Formary, 1982, and to be a resignize to the recording of this morths of Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said __intrine "infield idos and Ethe? Vers. ice, heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of __rt_- _ve __n.lre - ni_ o l _---- Dollars) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on $=\pm 1.2.22$ part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said 1 to harden and constitute for the die, he wire, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said 1.0 place in field alone and itiel Vera due, lo wite, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or rooketing his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Maurice Winfield Nice and the Tera lice, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor their representatives, heirs or assigns. And the said habrice hinfield hice and Ethel Vera hice, his wife insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby nwrtgaged land to the amount of at least Forty-Five Hundred and no/100------Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, inure to the benefit of the mortgagee , its successors or assigns, to the extent of its or

. . . .

their dien or claim shereunder, and to place such policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness, the handsand sealsof said mortgagor 3 State of Maryland, Allegany County, to-wit: I hereby certify. That on this 17th day of February in the year ninetcen Hundred and Fifty-Four a Notary Public of the State of Maryland, in and for said County, personally appeared Laurice linfield lice and Lthel Tera Line, his wife, and acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally appeared_ Arous ... an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said_ _further made oath in due form of law that he is the Vice-Fresident and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid.

Evelyn & O. Stanell Notary Public.

Filipid And McGladed Fability 18" 1954 at 12:05 P.M.

This Mortgage, Made this 18th

in the year nineteen hundred and fifty-four by and between

KEITH T. SISK and EDNA L. SISK, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated, (22) (62) corporation duly incorporated under the Laws of the State of Maryland, party of the second part,

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- FQUR THOUSAND -- - and 00/100 - - - Dollars, on - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sun's of money at the times and in the manner hercinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said part ies of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described

as follows:

ALL those lots, pieces or parcels of ground lying and being in Cumberland, Allegany County, Maryland, which were conveyed by Harold E. Naughton, Trustee, to Keith T. Sisk et ux by deed dated February 10, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, reference to which deed is hereby specifically made for a more particular description of said property.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belong the or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make , or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of - - - - FOUR THOUSAND - - - - - and 00/100 Dollars with five per cent interest thereon, payable in 84 -monthly payments of not less than \$56,56 on or before the 18th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 18th 19 54, at the office of the sald Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner pald, to be due on the 18thday of February, 19 61.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on sald property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the at least Four Thousand - - - -

WIR 302 PAGE 545

And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

WITNESS the hands and seals of the said part ies. of the first part hereto, the day and year hereinbefore written.

Test:

Gatty and Sanie

KEITH T. SISK

(SEAL)

State of Maryland,

Aliegany County, to wit:

I hereby certify that, on this

18th

day of February

1954

before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Keith T. Sisk and Edna L. Sisk, his wife, and they acknowledged the aforegoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May

an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth: and the said

Clement C. May
outh that he is the Secretary
and agent of the said mortgagee and duly authorized by it to
make this affidavit.

In witness wherever, I have hereunto set my hand and affixed my Notarial Seal this 18th day of February 1954

NOTARL SO

Gatty ann Clame Notary Public

171

LEBR 302 PAGE 546

FILED AND RECURSED FLERWARY 18" 1994 at 3:45 P.m.

THIS MORTCAGE. Made this. 17 day of February, 1954, by and between LLOYD L. MILLS and ELOISE A. MILLS, his wife, of allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL MANK OF CUMBERLAND, a banking corporation, only organized under the laws of the United States, party of the second part, WITLESSET::

NOW, LEREFORE, THIS ORTGAGE SITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Fundred (\$500.00), and not to be made in an amount which would

cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot, piece or parcel of ground situated, lying and being along the northerly side of rayette Street, in the City of Cumberland, Allegany County, State of Maryland, which said Lot is known as Lot No. "A" on a plat of the Charles Hess

П

property, dated October 15, 1925, made by Henry W. Schaidt, Surveyor, and recorded in Judgment Record No. 62, folio 210, in the office of the Clerk of the Court for Allegany County, Yaryland, and being part of the property which was conveyed to James A. Perrin and Angela N. Perrin, his wife, by George E. Hess and Christine Pess, his wife, by deed dated July 6, 1937, and recorded in liber No. 178, folio 191, one of the land records of Allegany County, Maryland, in which said deed, Lots "A" and "B", adjoining lots, were conveyed, said Lot No. "A" being more particularly described as follows:

SECINNING for the same at a point on the northerly side of rayette Street distant 389 feet measured in a westerly direction along the northerly side of said mayette Street from its intersection with the westerly side of Wilmont Avenue and running thence with the northerly side of rayette Street, (as widened to forty feet), North 55 degrees 25 minutes must 41 feet, thence North 35 degrees 26 minutes West 100 feet, thence parallel to Tayette Street, South 55 degrees 25 minutes West 41 feet to intersect a line drawn North 35 degrees 20 minutes West from the place of beginning, thence reversing said intersection line, South 35 degrees 20 minutes must 100 feet to the place of beginning.

EXCEPTING AND RESERVING, however, certain rights-of-ways or driveways for the benefit and enjoyment of an adjoining parcel of land, which said exceptions are fully set out and explained in a certain deed from James A. Perrin and wife to Savilla Mills, which deed is dated August 31, 1938, and recorded in Liber 181, folio 358, one of the Land Records of Allegany County, special reference to which said deed is hereby made for a full and complete recital of said reservations.

It being the same property conveyed to the first parties by George R. Hughes, Trustee, by deed dated the 5th day of June, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 220, folio 641.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Four Thousand Four Hundred (\$4,400.00)

Dollars, together with the interest thereon, in the manner and at

the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be voic.

premises, the said parties of the first part may hold and possess the eforesaic property, upon paying in the meantime, all takes, assessments and public liens levied on said property, all of which taxes, nortgage dept and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments, and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this sortgage debt.

But in case of default being made in payment of the mortage selt aforesaid, or of the interest thereon, it whole or in part, or in any agreement, covenant or condition of this sortgage, then the entire mortgage debt intended to be hereby secured; including such future advances as may be made by the party of the second part to the parties of the first part as hereintefore set forth, shall at once become due and payable, and there presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Malter C. Capper, their duly constituted attorney or agent, are heret; aut, prized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary and to trant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, lace, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set

LESR 302 MGE 545

forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or masigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or ansigns.

and the maid parties of the first part further covenant to insure forthwith and, pending the existence of this portgage, to keep insured by some insurance company of companies acceptable to the mort age of the successors of assigns, the improvements on the hereby portgaged property to the amount of at least four Thousand Four hundred (\$4,400.00) Dollars, and to cause the policy or policies issued therefor to be so traced or encorsed as, in case of fire, to insure to the benefit of the mortgages, its successors or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the presions thereon with interest as part of the mortgage debt.

WITHESS the hands and seals of the sold mortgagors.

WITHESS as to both:

Stoyo Z. Mills (SEAL)

Eleve a. m. 11 (SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I hakeby certify, That on this _/7 day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LLOYD L. MILLS and ELOISE A. MILLS, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared alment w. TINDAL, the within many mortgage, and made oath in due form of law that the behalderation in said mortgage is true and bona fide as therein Elact Forth.

WITNESS my hand and Notarial Seal.

Notary Public

My Commission expires May 2, 1955

FILED AND M.CON.ED FEBRUARY 18" 1954 at 8:55 A.M.

Ulin Aurtuane, made this 17th day of February

. in the

year Nineteen Hundred and fifty-four , by and between

Joseph M. Whetzel and Lula Whetzel, his wife,

hereinafter called Mortgagor s , which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee , which expression shall include h1s heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Twelve Hundred (\$1200.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five per centum (5%) per annum is payable three years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Twenty (\$20.00) Dollars each month on account of the principal and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.



NOW. THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor s do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground in Allegany County, known as Lot No. 21^4 in the Mapleside Addition to Cumberland, near the City of Cumberland, Maryland, a plat of which is of record in Equity Case No. 2^475 of the Circuit Court for Allegany County, said lot being more particularly described as follows:

BEGINNING at the end of the first line of Lot No. 213 and running with the West side of Pennsylvania Street in Mapleside, South 10 degrees 10 minutes West 50 feet to intersect the beginning of the first line of Lot No. 215, and with the Fourth line of Lot No. 215 reversed, North 79 degrees 50 minutes West 100 feet to a 15-foot alley, and with alley, North 10 degrees 10 minutes East 50 feet to the end of the second line of Lot No. 213, and with it reversed, South 79 degrees 50 minutes East 100 feet to the beginning.

It being the same property which was conveyed unto the said Mort-gagors by William L. Sherman and wife by deed dated the 14th day of November, 1924, and recorded in Liber No. 148, folio 677, one of the Land Records of Allegany County.

ALSO: All that lot of ground in the City of Cumberland, Allegany County, Maryland, situated on Massachusetts Avenue, (formerly Pennsylvania Avenue), known as Lot No. 215 in the Mapleside Addition to Cumberland, and which is described as follows:

BEGINNING for the same at the end of the first line of Lot No. 214, and running with Massachusetts Avenue, South 10 degrees 10 minutes West

50 feet; then North 79 degrees, 50 minutes West 100 feet to a 15-foot alley, and with it, North 10 degrees 10 minutes East 50 feet to the end of the second line of Lot No. 14, and with said second line reversed, South 79 degrees, 50 minutes East 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Aaron Lazarus, Jr. by deed dated the 26th day of April, 1946, and recorded in Liber No. 208, folio 467, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee the aforesaid

Twelve Hundred (\$1200.00) Dollars

and in the meantime shall perform all the covenants herein on the ir part to be performed, then this mortgage shall be void.

1302 PAGE 551

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor g may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor g hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee

or George R. Hughes
duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgsged, and to
convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after
giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper
published in Allegany County, Maryland
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in

convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least

the improvements on the hereby mortgaged land to an amount of at least

Twelve Hundred (\$1200.00)
dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagor s

Attest:/	r.1
Hage Hughery. Joseph Mr.	(SEAL)
George Lula Whetzer	(SEAL)
buta whetzez	(SEAL)
	(SEAL)
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:	
I hereby certify that on this 17th day of February	, In the year
1954 , before me, the subscriber, a Notary Public of the St	ate of Maryland,
in and for said County, personally appeared, Joseph M. Whetzel and Lula	Whetzel,
his wife.	
the within named Mortgagor s , and acknowledged the foregoing mortgage to be t	heir
act and deed. And at the same time, before me, also personally appeared W. Wallac.	e McKaig
, and a second s	
the within named Mortgagee	and made south to
due form of anythia (the consideration in said mortgage is true and bona fide as therein s	
WITNESS ay land and Notarial Seal the day and year last above written.	~
Exertification of the Carl	10
Surger High	kell

To Netger Fronthery Md Merch g 13 54

LBER 302 FAB 555

a plantane	4		10.00	
File	1777	February.		
THIS MORTGAGE, Made		1, 11, 11, 11, 11, 11, 11, 11, 11, 11,	19 by ar	nd between
of	, 4	in the State of Maryland,	Mortgagor , and THE 1	FIDELITY
SAVINGS BANK OF FROSTBUL				
WHEREAS, the said Mort		ed unto the Mortgagee in t		
which is to be repaid in	consecutive monthly in:		(\$,
the date hereof c the effice of the	said stortgagee		each, beginning one m	
Morigagor do grant, assign of	WITNESSETH, That in consider deconvey unto the said Mortgar	the the energy of a contract the	commendate of the contract of the first of the	
gel promise located in	t the same storings	the state of		known as
			** * * * * * * * * * * * * * * * * * * *	
ced more fusy described in a De-	d from		dated	
coorded arong Land Records at	dings and improvements therein	, Liber	Futio	
and advantages thereto belonging	or in anywise appertining.			
and THE FIDELITY SAVINGS arever provided that if the sord, or cause to be paid to the said Mo is and when the same shall become	Mortgogor () () () () I rtgagee, its succes ors and assi,	LEEGANY COENTY, MA being executors, admin, tra gas the aforesaid indebteda meantime, do said shi	RYLAND, its successors and dors or assigns, do and less, together with the interc	id assigns, I shall pay st thereon
AND, it is agreed that unti- property from paying in the mean afterest thereon said Mostgagor		levied on a sid property, a	nay retain possession of the ill of which taxes, mortgage	mortgaged deht and
AND, the said Mortgagor gainst loss by fire and other haza empany acceptable to the Mortga		from time to time require,	for the use of the Mortgage	lly insured e, in some
ecured shall at once become due a outstuted attorney or agent, are not sary, and to convey the same giving at least twenty dievel notice Maryland, which hade shall be at all expenses incident to the sale of a the payment of all monies inwaigs or pay it over to the Mortgagor commission shall be paid by the M	hereby empowered, at any time to the purchaser, or his, her or of the time, place, manner and public auction for each and the including taxes, and a commissi- g under this mortuage, whether	its successors or ussigns, of thereafter, to sell said pritheir heirs or assign, while I terms of sale in some new proceeds arising therefron of eight per cent 18'+1' to the same shall have been?	ir Albert A. Douh, its, his or operly, or so much thereof i ich side shall be made as fol wapaper published in Allegar om to apply: brst, to the poot to the party making said sale matured or not; and as to the	their duly as may be llows: By ny County, sayment of , secondly, he balance
WITNESS ' h	and = and sed = .	A. Lat	-6111	
		7_6_ * C		(SEAL)
TTEST				(SEAL)
1 red my	7 &	eg rue ti	(anonal	=(SEAL)
TATE OF MARYLAND,				
LLEGANY COUNTY, to-wit:	3004.		1.5	
	at on this day of			before me,
he subscriber, a Notary Public of the same	aforegoing mortgage and treasure in Arabina Treasure in Arabina Treasure and made outh in due form	acknowledged the aforter of THE FIDELITY of law that the consideration	SAVINGS BANK OF FRO ion set forth in said mortga	st act. STBURG, ge is true
Course		Sall /	otary Public	700

The st hope any chy

FILED AND RECORDED FABRUARY 18" 1954 at 10:20A.M. FURCHASE KONEY

This Mortgage, Made this 15 TN day of FEDRUARY

in the

year Nineteen Hundred and fifty-four by and between

Gordon F. Williams and Virginia L. Williams,

his wife.

of Allegany County, in the State of Maryland, partice of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.



WITNESSETH:

Wilbercas, the said mortgagee has this day loaned to the said mortgagors, the sum of

Fight Thousand Seven Hundred Fifty 00/100 - - - - - Dollars

which said sum the mortgagors agree to repay in installments with interest thereon from-

the date hereof, at the rate of $5\frac{5}{2}$ per cent. per annum, in the manner following:

By the payment of Savanty-one 19/100 - -- (\$71, 19) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.



Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages its successors or assigns, in fee simple, all the following described property, to-wit:



All that lot or narcel of ground situated on the Southeast side of Second Street between two fifteen foot alleys and directly Southeast of Buchanan Avenue of Narrows Park, First Addition, a plat of the said Addition having been recorded in Plat Book No. 1, page 90, of the Land Records of Allegany County, in Park Heights, Allegany County. State of Maryland, and more particularly described as follows, to-wit:

BEGINNER for the same at an iron stake stending at the point of intersection of the Southeast side of Second Street and the Southwest side of a fifteen foot allay, said stake also stands North 51 degrees and no minutes East 290 feet from an iron stake stending at the beginning of the parcel of ground conveyed by The Buchanan-Deal Real Fatste Company to Clark T. Kingery et ux by deed dated the 23rd day of November, 1953, and recorded in Liber No. 255, folio 132, one of the Land Records of Allegany County, and running then with the said Southeast side of Second Street, a 35 foot street, South 51 degrees and no minutes West 275 feet to the Northeast side of the aforementioned 15 foot alley; then with the said Northeast side of the said Kingery deed, South 39 degrees and no minutes East about 1000 feet to the second line of the First Parcel of the whole property of which this is a part as conveyed by Erra Deal et ux to The Buchanan-Deal Real Estate Company by deed dated the lith day of April, 1921, and recorded in Liber No. 136, folio 390, one of the Land Records of Allegany County; then reversing part of the said second line, Morth 29 degrees and no minutes East about 280 feet or until it intersects a line drawn South 39 degrees and no minutes East from the Deginning; then reversing the last named line, North 39 degrees and no minutes West about 100 feet to a locust stake; then still North 39 degrees and no minutes West 382-5/10 feet to a blezed black oak; then still North 39 degrees and no minutes West 580-85/100 feet to the Deginning, containing 6-1/3 acres, more or less.

Excepting, however, from above description, all rights-of-ways and easements to and over said land, if any, as conveyed by The Buchanan-Deal Real Estate Company to The Buchanan-Deal Water Company by deed dated August 22, 1952, and recorded in Liber No. 243, folio 399, one of the Land Records of Allegany County, Maryland,

BEING the same property which is described in a deed to the parties of the first part by the Buchanan-Deal Real Estate Company of even date, which is intended to be recorded among the land Records of allerany County, Maryland, it also including the property which was conveyed unto the parties of the first part by deed of Norman O. Wagenschein et ux dated October 29, 1952 which is recorded in Liber Mo. 265, folio 171 one of the Land Records of Allerany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as ndditional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that <u>thay</u> will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the impart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses, incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fight Thousand Seven Hundred Fifty 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the

mortgage debt

Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the intradiate repayment of the debt hereby secured and the failure of the mortgagor. In comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereingther provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereingther provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other manner, without the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagoe's writt

Hitness, the han Bund seakof said mortgagors.

Attest:

Gordon F. Williams [SEAL]

Virginia L. Williams [SEAL]

Plate ot Maryland,

Allegany County, to-wit:

I hereby certify, That on this ITN day of FEDRUARY
in the year nineteen Hundred and Fifty - four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Gordon F. Williams and Virginia L. Williams, his wife,

the said mortgagors herein and Lhay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

y hand and Notarial Seal the day and year aforesaid.

Notary Public.

1. 1. 1.

This And accorded February 19" 1954 at 8:30 A.m.

This Antique, Made this 18th day of February

in the year Nineteen Hundred and Fifty four

James Harbaugh, single, hereinafter called mortgagor, which expression

shall include his heirs, personal representatives, successors and

assigns, where the context so requires,

of Allegany County, in the State of Maryland

part Y of the first part, and THE NATIONAL BANK OF KEYSER, WEST VIRGINIA,
a corporation, hereinafter called mortgagee, which expression shall

part y of the second part, WITNESSETH:

Wibercas, Said Mortgagor now stands indebted unto the said mortgagee in the full and just sum of THREE THOUSAND SIX HUNDRED (\$3600.00) DOLLARS, as evidenced by his promissory note of even date herewith payable on demand after date, with interest from date at the rate of six (6) per centum, on the face of which note appears the following: "A minimum of \$44.00 and the interest to be paid on this note each month, but notwithstanding the balance due on the note with interest may be called at any time".

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor

do th give, grant, bargain and sell, convey, release and confirm unto the said mortgages, its personal representatives, successors

hatecoed assigns, the following property, to-wit: All that certain tract or parcel of land lying on the west side of U. S. Route No. 220, commonly known as the McMullen Highway, in Election Diatrict No. 8(now No. 31) of Allegany County, Maryland, and deacribed by metea and bounds as follows, to-wit; BEGINNING at a set atone, the beginning corner to a tract of 128.6 acres, a portion of which is contained herein, and beginning corner to that portion of said tract sold to Henry A.Kimble and wife containing 4.83 acres and in a line of a tract of 345 acres, and running thence with a line of said 345 acre tract and a tract of 133.1 acres owned by said Kimble by old call S. 34 deg. 15' E.(M.B.1903) 22.8 poles to a set stone in the west boundary line of U. S. Route 220, commonly known as McMullen Highway; thence with said road line making new division lines southward e distance of 30.3 poles with e curve to the left having e radius of 1350 feet (General direction of Long Chord being S. 6 deg. 25' W.M.B.1944 thence S. O deg. 30' E. 17.5 poles to a set stone in said road line; thence are foundational lines M. B.1944) N.80 deg 30' W.0.5 poles to a set stone in said road line; thence the left having e radius of 14 thence S. O deg. 30' E. 17.5 poles to a set stone in said road line; thence the left having e radius of 15 thence S. O deg. 30' E. 17.5 poles to a set stone in said road line; thence S. O deg. 45' W. 44 poles

to a double sugar tree in said fence; thence N. 31 deg. 45' W 4 poles to a double locust in said fence; thence N. 41 deg. 40' W. 12.18 poles to a post at the intersection of another wire fence; thence with or near it N. 7 deg. 00' E. 31.6 poles to a pint the out 10 feet west of said fence; thence N. 25 deg. 25(W. 14.7 poles to another pine tree; thence N. 52 deg. 45' W. 16.4 poles to an X mark on a large flat rock; thence N. 50 deg. 00(W. 31.3 poles to a set stone on a flat about 30 feet northward from a boulder; thence N. 62 deg. 45' W. 16.6 poles to two white oaks on the east side of an old road; thence N. 41 deg. 50' W. 14.6 poles to a large pin oak tree in a wire fence on the west side of said road; thence running near and along said fence S. 82 deg. 20' W. 21.5 poles to a white oak tree in said fence, with a white oak marked for pointer; thence S. 78 deg. 00' W. 24.8 poles to a hickory tree in said fence; thence S. 83 deg. 00' W. 24.8 poles to a hickory tree in said fence; thence S. 83 deg. 00' W. 24.8 poles to a hickory tree in said fence; thence T. 83 deg. 00' W. 15 poles to a set stone on the east bank of Deep Hollow Run, located N. 9 deg. 45' W. 6 feet from a pointer marked sugar tree and near the division line of the 345 acres tract and the 128.6 sore tract; thence making division lines through the said 128.6 acre tract crossing said run and a private road N. 9 deg. 55' W. 34.7 poles to a pin oak in a wire fence; thence N. 14 deg. 15' W. 34.7 poles to a set stone with a pine tree marked for pointer; about one pole north of the top of a ridge, sixth corner to a tract of 1.44 acres sold to Henry A. Kimble and wife on date of Oct. 5, 1944; thence reversing the line of said tract S. 07 deg. 50' E. 9.7 poles to a pin oak tree in a wire fence; thence near and along said fence continuing with said tract S. 82 deg. 15' E. 28.5 poles to three small white oak tree in said fence, the beginning corner to a said 1.44 acres tract and corner to a tract of 133.1 acres owned by said Kimble and wife, also a corner to

sugar tree at 1 pole, another sugar tree at 5.12 poles, 6 poles in all to a stone on the south side of said drain, ash and ironwood marked as pointers; thence crossing said drain N. 25 deg. 40'
E. 6.8 poles to a stone in wire fence; thence S. 64 deg. 20' E.
17.76 poles to a sugar in wire fence; thence S. 75 deg. 20' E.
13.85 poles to a set stone in original line, and fourth corner to a tract of 4.83 acres first above mentioned; thence reversing the lines of said tract (M.B. 1944) S. 17 deg. 20' W. passing the east edge of a large locust tree at 41 feet, 173 feet in all to a stonepile located N. 17 deg. 20' E. 2 feet from a pointer marked sugar tree, another sugar tree pointer marked on the north bank of Deep Hollow Run; thence crossing said run S. 36 deg. 30' W. 3.4 poles to a large sugar tree on a steep bank, same course continued 36.6 poles in all to a set stone; thence S. 32 deg. 00' E.19.6 poles to the place of the BECINNING, containing 100 acres, more or less and being the same parcel of real estate conveyed to Jamea Harbaugh by Thomaa A. Carr and wife, by deed dated April 19,1948 and recorded among the Land Records of "llegany County, Maryland."

There is EXCEPTED AND RESERVED from the shove conveyed parcel of land a tract of 4.162 acrea, more or leas, conveyed to Oliver K. Moreland, Jr., and Sadie L. Moreland, his wife, by Raymond C. Kesner and Nina E. Kesner, his wife, by deed dated June 14,1946 and recorded among the Land Records of Allegany County, Maryland, in Liber R.J. 209, folio 452.

There is also excepted and reserved from the above described property a right of way not to exceed 20 feet in width from the remainder of the property of Loy E.Kesner and Della F.Kesner, his wife, to the right of way reserved in conveyances made Henry A. Kimble and wife, located on an old used road leading out to U.S. Route No. 220 by way of the Methodiat Church.

There is also excepted and reserved from the above described

LIBER 302 PAGE 558

property the right to fence and enclose that portion of the above described tract, viz: Beginning at a large pin oak tree, thirteenth corner of said 100 acre tract and running N. 28 deg. 30' W. 56 feet to a small red oak; same course continued 34 feet more, making 90 feet in all to a point at west edge of Deep Hollow Run; thence up said run S. 61 deg. 30' W. 30 feet to a point in said run; thence S. 28 deg. 30' E. 90 feet to two sycamores in the 14th line of said tract, providing a right of way to water for the land of Loy E. Kesner and Della F.Kesner, his wife, 30 feet in width.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said mortgagor heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its personal representatives, successors or assigns. executore c administrator cor exions cibe aforesaid sum of Three Thousand Six Hundred (\$3600.00) Dollars, as hereinbefore set forth, payable in manner and form as herein stated, and especially the payments of \$44.00 and the interest each month together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on.... his performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, morgaagor mortgage debt and interest thereon, the said hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors, personal representatives, heirs cerceutous cadraiois bankurs and assigns, or James H. Swadley, Jr., . his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said_ his in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor_ representatives, heirs or assigns. mortgagor lusure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or its successors and

- 1

Three Thousand six hundred and no/100 -	
Dollars	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, its personal representatives, to inure to the benefit of the mortgagee, successors dense or assigns, to the extent	
of its their lien or claim hereunder, and to place such policy or	
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance	
and collect the premiums thereon with interest as part of the mortgage debt	
Mitness, the hand and seal of said mortgagor	
Attest: James Harbardk [SEAL]	
James Harbaugh	
[SEAL]	
THE NATIONAL BANK OF KEYSER, W.VA. a corp	orati
RV 9 PT 1	
Jos. F. Patchett, its President	
The state of the s	11
0 3 3 5 5	
West Virginia,	- 1
State of Manyland.	
Allogung County, to-wit:	
Sand County, In-Inti:	
I hereby certify, That on this /8th day of February	
in the year nineteen Hundred and Fifty four , before me, the subscriber,	
a Notary Public of the State of Maryland, in and for said County, personally appeared	
James Harbaugh, single whose name to of med to	
annexed, bearing date the /// day of February, 1954, and being the within named mortgagor,	
andacknowledged the aforegoing mortgage to be his	
act and deed; and at the same time before me also personally appeared Joseph E.Patchet President of the National Bank of Keyser, W.Va. a corporation,	τ,
the within named mortgagee, and made oath in due form of law, that the consideration in said	
mortgage is true and bona fide as therein set for forth.	
A A A A A A A A A A A A A A A A A A A	NO
WITNESS my hand and Notarial Seal the day and year aforesaid.	2
My commission expires 4 5 1912	
J.XXIII	
Notary - 15	1

FILED AND MECOMDED FEBRUARY 19" 1954 at 10:45 A.M.

Ray L. Pearce and Verda V. Pearce, husband and wife-----

of Westernport, Allegany ------ County, in the State of Maryland -----parties of the first part, and The Citizens National Bank of Westernport,

Laryland, a comporation, organized under the national banking laws of The United States of America.

of Western ort, Allegany ------County, in the State of Karyland -----party of the second part, WITNESSETH:

The parties of the first part are indebted unto the party of the second part in the full and just sum of two thousend dellars (\$ 2000.00), which debt is evidenced by their promiseory note of even date herewith, executed jointly with Billy D.

Pearce and Modena A. Pearce, payable on demand with interest to the order of The Citizens National Bank of Westernport, haryland, at its banking house in Westernport, Maryland. And Whereas, it was understood and agreed between the parties hereto, prior to the lending of said money and the giving and acceptance of said note that this mortgage should be executed.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Parties of the first part-----

do ----- give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors-----

and assigns, the following property, to-wit:

1 ...

All those two certain lots of ground known as Lots numbers three ninety seven and 398 on the plat of Hammond's Addition in the town of Westernport, Allegany County, Maryland, fronting each fifty feet on the West side of Lynn Street, and being the same property which was conveyed unto the parties of the first part herein by deed from John W. Moorehead, et ux, dated October 18, 1947 and which deed was duly recorded among the land records of Allegany County, Earylan on October 31, 1947, and to which deed so recorded, a reference is hereby made for a more definte and particular description of the property hereby conveyed

Also Lot No.396 in Hammond's Addition to Westernport, which was conveyed to the said mortgagors by deed from Arthur Curling et ux, by date of May 12, 1931, recorded in Liber No. 165 Folio 269. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or ln anywise appertaining. Drovided, that if the said parties of the first part, their----heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors----or assigns, the aforesaid sum of two thousand quilars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----part to be performed, then this mortgage shall be void. _ Hnd it is Egreed that until default be made in the premises, the said parties of - the first part, their heirs and assigns ---------- may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Parties of the first part----hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the lnterest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof, as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty: or assigns; which sale shall be made in manner following to-writ:

by giving at least wently days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sald sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale; including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first. in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and pald by the mortgagor s, their representatives, heirs or assigns. And the said parties of the first cartage insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least two thousand and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, . to inure to the benefit of the mortgages , 1 to successors. Medior assigns, to the extent of 1ta or accesses an antheir lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance

LESR : 302 ME 562

and collect the premiums thereon with interest as part of the mortgage debt...

Withirss, the hand and seal of said mortgagors

Charles | Faughlin

Ray I Planes [SEAL]

Verde V. Pearce (SEAL)

State of Maryland. Allegany County, to-mit:

I hereby rertify. That on this Seventeenth day of February in the year nineteen Hundred and Fifty four-and before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

President of The Citizens Mational Bank of Westernport, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set for forth. And that he is the president

of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Hewhite Motory Price

netger stestinger med march q 54

PILED AND RECORDED PEBRUARY 19" 1954 at 10:45 A.M.

This Aurigage, Made this thirteenth day of Pebruary-----

in the year Nineteen Hundred and Fifty Coursessances, by and between

Lee, S. Michael and Emily K. Michael, husband and wife-----

of Westernport, Allegany ------ County, in the State of Maryland ------parties of the first part, and The Citizene National Bank of Westernport,
Maryland, a corporation, organized under the national banking lews
of The United States of America.

of Westernport, Allegany County, in the State of Waryland

Whereas,

The said parties of the first part are indebted unto the party of the second part in the full and just sum of aixteen hundred dollars (\$1600.00) for money lent, which losn is evidenced by the promissosy note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the said party of the second part at The Citizens National Bank of Westernport, Maryland. And Whereas, it was understood and agreed between the parties hereto prior to the making of said losn and the giving of said note that this mortgage should be executed.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

the second part, its successors and assigns-----

####and assigns, the following property, to-wit:

All that certain real estate situated in the town of Testernport, Paryland in Allegany County, known and numbered on the plat
of Morrison's Third Addition to Westernport as lots numbers 50, 51
and 52. Each lot fronting fifty feet on the East side of Wood Street
in said town and being the same property which was conveyed unto the
said parties of the first part herein by deed from Elizabeth F. Morri
son et al, dated June 14, 1949 and of record among the land records
of Allegany County, "aryland in Liber No. 225 Folio 383, and to which
deed so recorded a reference is hereby made for a more definite and
particular description of the said property

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the prumises, the said parties of the first part, their heirs or assigns.

DECEMBER AND PRESENTAL

the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

LIBER 302 PAGE 564 hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their---heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part __further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or 1ta successors or and or companies acceptable to the mortgagee or 1ta successors or and or companies acceptable to the mortgagee or 1ta successors or and or companies acceptable to the mortgagee or 1ta successors or and or companies acceptable to the mortgagee or 1ta successors or and or companies acceptable to the mortgagee or 1ta successors or and or companies acceptable to the mortgagee or 1ta successors or and or companies acceptable to the mortgagee or 1ta successors or and or companies acceptable to the mortgagee or 1ta successors or and or companies acceptable to the mortgagee or 1ta successors or companies acceptable to the mortgagee or 1ta successors or companies acceptable to the companies of the com assigns, the improvements on the hereby mortgaged land to the amount of at least and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors wiggor assigns, to the extent ifs or _____their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt... Mitness, the hand and seal of said mortgagor s Attest: Dechevid Steventhe x Lee Strainhoet Emily K. Michael
Emily L. Michael [SEAL] State of Maryland, Allegany County, to-wit: I hereby certify. That on this thirteenth day of February---in the year nineteen Hundred and Fifty four responses to before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Lee S. Michael and Emily K. Michael, husband and wifeacknowledged the aforegoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Horace P. Whitworth.

WITNESS my hand and Notarial Seal the day and year aforesaid. - ... Dichard Stewhiter

1

of said bank duly authorized to make this affidavit.

President of The Citizens National Bank of Westernport, Maryland. the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set for forth, and that he is the precid-

ı

Metges City March 26 04

-			- wier
V	FILED AND	ASCONDED FEBRUARY 1	9" 1954 at 3:50 P.M.
771-1- 6	OT	this 19th day	FEBRUARY
OUTH 3	morigage, Made	thia day	of January
in the year	Nineteen Hundred and I	rifty - Four	, by and between
BOWLING	GREEN VOLUNTEER F	IRE DEPARTMENT, INC.	, a corporation duly
		ws of the State of M	및 기 : : : : : : : : : : : : : : : :
Incor por	a sed divier cite In	es of the state of M	irylana,
of	Allegany	County, in the St	ate of Maryland
party	of the first part, and		THE STATE OF
HE SECOND or poration	NATIONAL BANK OF Conduction duly incorporated	CUMBERLAND, Cumberland under the laws of	nd, Maryland, a banking the United States,
of A1	legany	County, in the St	ete of Maryland
			ate of Pary and
party	_of the second part, WITI	NESSETH:	
continue in full.	monthly until the	amount of principal	hts to be applied first e first of said monthly the date hereof and to and interest is paid the sum of one dollar in hand
paid, and in	order to secure the prom	pt payment of the said indet	otedness at the maturity there-
of, together	with the interest thereon,	the said party of the sail, convey, release and con	first part
THE REST OF			firm unto the said
party of	the second part,	its successors or	
Introced on	rigns, the following prope	rty, to-wit:	KTHAN NO. W.
and 30 al	s shown on the Pla	ryland, and known as	situated in Bowling Lots Nos. 33, 34, 35 on to Bowling Green, Collows:
ntes west	t 100 fast to a 15	wfoot alley: thence	the third line of Lot orth 7 degrees 20 min- with said Alley North oth 7 degrees 20 minute Street; thence with

WIR 302 MGE 566

LOT NO. 34: BEGINNING at the end of the third line of Let No.33 and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15-foot alley; thence with said Alley, North 82 degrees 40 minutes East 40 feet; thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Walnut Street; thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

LOT NO. 35: BEGINNING at the end of the third line of Lot No. 34 and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15-foot alley; thence with said alley North 82 degrees 40 minutes East 40 feet; thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Walnut Street; thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

LOT NO. 36: BEGINNING at the end of the third line of Lot No. 35, and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15-foot alley; thence with said alley North 82 degrees 40 minutes East 40 feet; thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Walnut Street; thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

(A plat of said lots is recorded in Plat Case Box No. 157 in the office of the Clerk of the Circuit Court for Allegany County, Maryland.)

BEING the same property which was conveyed to the party of the first part by Ralph G. Cover, et ux., by deed dated the 1st day of September, 1949, and recorded in Liber No. 226, folio 647 of the Land Records of Allegany County, reference to which deed is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, its successors heirs, executers, administrators or assigns, do and shall pay to the said party of the second part, its successors exceuter - , administrator or assigns, the aforesaid sum of ... Seven Thousand and no/100 (\$7,000.00) Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on 1ts performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said. party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

party of the second part, its successors

his, her or their duy constituted attorney or and are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-

	berland_Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said
	party of the first part, its successors heirs or assigns, and
	in case of advertisement under the above power but no sale, one-half of the above commission
	shall be allowed and paid by the mortgagor 1ts representatives, heirs or assigns.
	And the said party of the first part
	further covenants to
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	Company or companies acceptable to the mortgagee or 1ts successors or
	assigns, the improvements on the hereby mortgaged land to the amount of at least
	Seven Thousand and no/100 (\$7,000.00) Dollars,
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagee , its successors beire or assigns, to the extent
	oftheir lien or claim hereunder, and to place such policy or
	policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
	and collect the premiums thereon with interest as part of the mortgage debt
	Hitness, Corporate dent thereof. Attent: Signed, Sealed and Delivered BOWLING GREEN VOLUNTEER - [SEAL]
.47	FIRE DEPARTMENT, INC.
	Secretary
٩	Seal R. Morgan (President
-	redulingare seat)
ľ	State of Maryland,
	Allegany County, to-wit:
	I hereby certify, That on this 19th day of James y
	in the year nineteen Hundred and Fifty = Four , before me, the subscriber,
	a Notary Public of the State of Maryland, in and for said County, personally appeared
F	President of Bowling Green Volunteer creation,
	and acknowledged the aforegoing mortgage to be
	of said Corporation; act and deed, and at the same time before me also personally appeared.
	John H. Mosner, Cashier of
	the within named mortgagee, and made oath in due form of law, that the consideration said
	mortgage is true and bona fide as therein set for forth.
	WITNESS hard and National State of S
	WITNESS my hand and Notarial Seal the day and year aforesaid.
	M. application
	Charles Mills

FILED AND RECURDED FEBRUARY 20" 1954 at 10:50 A.M.

This Mortgage, Made thia_ day of February

in the year Nineteen Hundred and Fifty-Four

Elizabeth Gertrude Wingate, widow, and Florence Kathleen Light and George R. Light, her husband,



Allegany County, in the State of Maryland part 1es of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Wilbercas, the said Elizabeth Gertrude Wingate, widow, and Florence Kathleen Light and George R. Light, her husband,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of One Thousand and no/100----Dollars (\$_1,000,00_), to be paid with interest at the rate of six_per cent (_6_%) per annum, to be computed monthly on unpaid balances, in payments of at least.

Ten and no/100pollars (\$ 10.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

And Unbereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments

How, Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Elizabeth Gertrude Wingate, widow

and Florence Kathleen Light and George R. Light, her husband,

give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-

All that lot or parcel of ground in or near the City of Cumberland, Allegany County, Maryland, known as Lot No. 113 in "Southside Addition to Cumberland", and more fully described as follows, to wit:

Beginning for said parcel of land on the East side of Arch Street; at the end of the first line of Lot No. 112; and running theride with Arch Street South 18 degrees 34 minutes West 40 feet; thence South 71 degrees 26 minutes East 100 feet to Hattie Alley; thence with Hattie Alley North 18 degrees 34 minutes East 40 feet to the end of the second line of Lot No. 112; and thence reversing said line North 71 degrees 26 minutes West 100 feet to the beginning.

It being the same property which was conveyed unto the said Elizabeth Gertrude Wingate and Florence Eathleen Light by A. Marteene Manges, Trustee, by deed dated June 28th, 1950, and recorded in

LUDER 302 PAGE 569

Liber 230, folio 37, one of the Land Records of Allegany County, Maryland. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said Elizabeth Gertrude Wingate, widow and Floresce Kathleen Light and George R. Light, her husband, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of One Thousand------Dollars (\$ 1,000,00 __) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said Elizabeth Gertrude Wingate, widow, and Florence Kathleen Light and George R. Light, her husband may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens ievied on said property, all which taxes, mortgage debt and interest thereon, the said Klizabeth Gertrude Wingate, widow, an Florence Kathleen Light and George R. Light, her husband, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payabl and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or_ F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Elizabeth Gertrude Wings widow, and Florence Kathleen Light and George R. Light, her husband, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor 8, their representatives, heirs or assigns. And the said Elizabeth Gertrude Wingate, widow, and Florence Kathleen Light and George R. Light, her husband further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigna, the improvements on the hereby mortgaged land to the amount of at least One Thousand and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. mintess, the handand scaled said mortgagor entain of plants, and sets

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 19 th day of February in the year nineteen Hundred and Fifty -four _ before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared Elizabeth Gertrude Wingate, widow, and Florence Kathleen Light and George R. Light, her husband, and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared... Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said_ Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberand Maryland and duly authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid. Mary B. white Notary Public.

Myse Franking Md.

FILED AND RECORDED FEBRUARY 20" 1954 at 8:30 A.M. THIS MORTGAGE, Made this 19TH day of FEBRUARY , 19 <u>54</u>, by and between EMMA C. WIMMER of FROSTBURG, MARYLAND , in the State of Mary SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee. , in the State of Maryland, Mortgagor , and THE FIDELITY WHEREAS, the said Mortgagor justly indebted unto the Mortgagee in the full and just sum of..... THOUSAND FIVE HUNDRED THIRTY AND 10/100 - - - - - - - - - - - - - - - (\$1,530.10 which is to be repaid in 25 consecutive monthly installments of \$ 64.90 each, beginning one month from NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in NEAR CONSOL VILLAGE, OUTSIFE OF FROSTBURG, ALLEGANY COUNTY, MARYLAND and more fully described in a Deed from GEORGE STERM. TRUSTER , dated APRIL 25, 1935 recorded among Land Records of ALEGANY COUNTY, MARYLAND , Liber 172 , Folio 416 TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the

LUBER 302 PAGE 571

Id THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, rever, provided that if the said Mortgagor HER helm, executers, administrators or assigns, do £3 and shall pay and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage deht and interest thereon said Mortgagor hereby covenants to pay when legally demandable.

AND, the said Mortgagor further covenants to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub. Its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County. Maryland, vided side shall be at public auction for cash and the proceeds arising therefrom to, apply: first, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, heling said sale; secondly, to the pay the Mortgagor HER helins or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor representatives, heirs or assigns.

WITNESS MY

hand

6 mma C. WINNER (SEAL)

(SEAL)

(SEAL)

RACHEL KNIERIEM

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 19TH

day of FEBRUARY

19_54_, before me,

the Mortgagor named in the large that have a seen and Mesider with the same time also superated VII AM VATES. RESEARCH OF THE FIDELITY SAVINGS BANK OF FROSTBURG. and bona fide as therein at forth.

AS WITNESS AS WITNESS AS A SEEN AS A S

NAMES PUBLIC RACHEL KNICKSEN

FILED AND RECORDED FEBRUARY 23" 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 22 day of February, 1954, by and between JAMET S. HEACOX and HICHARD D. HEACOX, her husband, of Allegany County, Maryland, parties or the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws or the United States, party of the second part, WITHESSETH:

WHEREAS, the parties or the first part are justly and bona fide indebted unto the party or the second part in the full and just sum of Ten Thousand (\$10,000.00) Dollars, with interest from date at the rate or six per cent (6%) per annum, which said sum the said parties or the rirst part covenant and agree to pay





in equal monthly installments or not less than Eighty Four Pollars and Thirty Eight cents (\$84.38) beginning on the 22 day or march., 1954, and a like and equal sum of not less than Eighty Four Pollars and Thirty Eight Cente (\$84.38) on the said 22 day of each and every month thereafter, said monthly payments to be applied rirst to interest and the balance to unpaid principal debt until the 22 day of Johnson, 1964, when the entire unpaid principal debt together with interest due thereon shall become due and payable.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of five Hundred (\$500.00) Dollers, and not to be made in an amount which would cause the total mortgage indebtsdness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and codfirm unto the said party of the second part, its successors and assigns:

FIRST PARCEL: ALL that lot or parest of ground situated along the sasterly side or Uaklawn Avenus (as laid out between "Lavale Home Addition" and the "Subdivision of Clary Property"), about four miles westerly from the City or Cumberland, Maryland, being part or said "Subdivision of Clary Property" and which is more particularly described by metes and bounds as follows:

BEGINNING for the came at a ctake standing on the casterly side or waklawn Avenus, as above mentioned, said stake standing on the northerly bank or a small run, distant 555.83 feet measured in a southerly direction along the casterly side of waklawn Avenue from the coutherly edge of the concrete paving on the Mational Pike, caid beginning point also ctanding Morth 73 degrees 44 minutes weet 78.8 feet from the northwesterly corner of a frame bungalo which now stands on the property hereby intended to be conveyed, and running thence with said casterly side of said waklawn Avenue, and the came extended, South 39 degrees 22 minutes East 951.82 feet to a large planted stone,

thence north 33 degrees U7 minutes East 213.55 reet to a stake standing on the Westerly side of a sixteen root lane between. Forest when Addition and the property intended to be hereby conveyed, said stake standing South 33 degrees U7 minutes West 16.85 reet from a concrete monument which marks the southeasterly corner of the entire property of which this is a part, thence, with said side of said lane, North 38 degrees 41 minutes West 887.55 feet to a stake, thence leaving said side of said lane, South 50 degrees 38 minutes West 214.28 feet to the place of beginning. All courses of this description refer to the Magnetic Meridian of 1935 and all Distances are Horizontal.

It being the same property which was conveyed to Wilbur K. Bishop and Janet S. Bishop, his wife, as tenants by the entireties, in a deed dated February 12, 1946 from W. Earle Cobsy, Trustee, of record in Liber 207, folio 221; the full and complete title to which vested in Janet S. Bishop, widow, by speration of law upon the death of said Wilbur K. Bishop on April 3, 1950; the said Janet S. Bishop, widow, having since intermarried with Richard D. Heacox.

SECOND PARCEL: ALL the following lots or parcels of ground lying in Election District No. 29, in Allegany County, Maryland, and designated on a Plat of LaVale Home Addition as Lots Nos. 123, 124, 125, 126, 127 and 128, which Plat is recorded in Deeds Liber No. 121, folio 86, among the Land Records of Allegany County, Maryland, and which are more particularly described as follows, to wit:

BEGINNING at a peg on the North side of Augustus
Street at the intersection of Augustus Street and Oaklawn Avenue,
and running thence with said street South 43 degrees 30 minutes
West 157 feet to a 12 foot alley; and with said alley, North
45 degrees 30 minutes West 115 feet to a 15 foot alley; and with
said alley, North 43 degrees 30 minutes East 167.9 feet to Oaklawn Avenue; and with said Avenue South 40 degrees 05 minutes
East 115.6 feet to the beginning.

It being the same property which was conveyed to Wilbur K. Bishop and Janet S. Bishop, his wife, as tenants by the entireties, in a deed dated July 8, 1946 from Edward V. Coyle, Surviving Executor, et al., of record in Liber 210, folio 402; the full and complete title to which vested in Janet S. Bishop, widow, by operation of law upon the death of said Wilbur K. Bishop on April 3, 1950; the said Janet S. Bishop, widow, having since intermarried with Richard D. Heacox.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenancee thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Ten Thousand (\$10,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part, as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS ACREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all or which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

BUT in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby sedured, including such future advances as may be made by the party of the second part to the parties or the first part as hereinbefore set forth, ehall at once become due and payable, . and these presents are hereby declared to be made in truet, and the said party of the second part, its euccessors or aseigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasere thereof, hie, her or their heirs or aseigns, which eale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of eale in some newspaper published in Allegany county, Maryland,

which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment or all moneys owing under this mortgage, including such future advances as may be made by the party or the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or aseigns, and in case of advertisement under the above power, but no sale, one-half or the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or ite successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Ten Thousand (\$10,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. WITNESS the hands and seale of the said mortgagors.

WITNESS as to both:

a. A. Helmick

STATE OS MARYLAND.

ALLEGANY COUNTY, to-wit:

I HERBHY CERTIFY, That on this 22 day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAMET & HEACOX and RICHARD D. HEACOX, her husband, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President or The First National Bank of Cumberland, the fin maned mortgagee, and made oath in due form of law that efficientation in said mortgage is true and bone ride as

UBER 302 MME 576

Publication set forth.

WITNESS my hand and Notarial Seal.

My Commission expires May 2, 1955

teener 1 Lee R Hugles atty & ty

FILED AND RECORDED FEBRUARY 23" 1954 at 9:00 A.M.

This Marigage, made this The day of Pebruary

. In the

year Nineteen Hundred and fifty-four . by and between

Saul H. Smith, widower,

hereinafter called Mortgagor , which heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part y of the first part and

Julia A. C. Raphel and Mary Alida Raphel

hereinafter called Mortgagee g , which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part 1820f the second part, witnesseth:

WHEREAS, The said Mortgagor is justly and bons fide indebted unto Julia A. C. Raphel in the full sum of Seven Hundred (\$700.00) Dollars, and unto Mary Alida Raphel in the full sum of Seven Hundred (\$700.00) Dollars, making a total indebtedness as evidenced by this Mortgage for Fourteen Hundred (\$1400.00) Dollars, together with the interest thereon at the rate of Six per centum (6%) per annum payable semi-annually. The said Mortgagor hereby covenants and agrees to make payments on the account of the principal indebtedness as herein stated of not less than One Hundred Fifty (\$150.00) Dollars at each semi-annual interest period and to pay in addition thereto the interest thereon at the rate aforesaid.

This Mortgage is executed to secure part of the purchase mone for the first property herein described and conveyed and is therefore, a Purchase Money Mortgage.

NOW, THEREPORE, this doed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the mid Mortgager do berely bargain and sell, give, grant, convey, release and confirm unto the suid Mortgages the following property, to-wit:

All that lob or parcel of ground situated on Lake Avenue about one mile Northeasterly of the City of Cumberland, Maryland, being all of Lot Number 485, Section "A", as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

ABSOLUMING at a point on the Westerly side of Lake Avenue at the end of the first line of Lot Humber 486, and running with the Westerly side of Lake Avenue, South 22 degrees 10 minutes West 40 feet, then North 67 degrees 50 minutes West 150 feet to the Easterly side of an alley, then with the Easterly side of said alley, North 22 degrees 10 minutes East

to the Southerly line of Lot Number 400 and with said line of Lot Number 486, South 67 degrees 50 minutes East 150 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Charles W. Lee and wife by deed dated the Alway of February, 1954, and to be duly recorded among the Land Records of Allegany County.

ALSO: All those two lots or parcels of ground lying and being in Allegany County, Maryland, known as Lots Nos. 120 and 121 in the L & L Psrk Addition, a plat of which is recorded in Plat Case Box No. 99 of the Land Records of Allegany County, Maryland, which said lots intended to be hereby conveyed are more particularly described as follows, to-wit:

LOT NO. 120

BEGINNING for the same at a stake at the end of the first line of Lot No. 121 of the aforementioned L & L Addition and running thence with the Northwest edge of Amcelled Boulevard, North 28 degrees 40 minutes East 30 feet to a stake standing at the Western intersection of Amcelle Boulevard and Second Street and running thence with the Southwest edge of Second Street, North 48 degrees 50 minutes West 127-5/10 feet to a stake, thence South 28 degrees 40 minutes West 57-5/10 feet to a stake standing at the end of the second line of Lot No. 121 of the said L & L Park Addition, thence reversing said second line, South 61 degrees 20 minutes East 125 feet to the beginning.

LOT NO. 121

BEGINNING FOR THE same at a stake standing at the end of the first line of Lot No. 122 of the aforementioned L & L Park Addition and running with the Northwest edge of the Amcelle Boulevard, North 28 degrees 40 minutes East 30 feet to a stake, thence North 61 degrees 20 minutes West 125 feet to a stake, thence Souht 28 degrees 40 minutes West 30 feet to a stake standing at the end of the second line of Lot No. 122 of the said L & L Psrk Addition, thence reversing said second line, and running South 61 degrees 20 minutes East 125 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagor by Aaron Lazarus, Jr. et al, by deed dated the 21st day of August, 1952, and recorded in Liber No. 243, folio 366, one of the Land Records of Allegany County.

2

ALSO: All that lot or parcel of ground Tying and being in Allegany County, Maryland, and known as Lot No. 200 in the L & L Park Addition, a plat of which is recorded in Plat Case Box No. 99 of the Land Records of Allegany County, Maryland, which said lot intended to be hereby conveyed is more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the end of the second line of Lot No. 223 of the aforementioned L & L Park Addition, said stake also stands on the third line of Lot No. 123 of said Addition, and thence reversing said third line, also third line of Lots Nos. 122-121 and 120 of said Addition, North 28 degrees 40 minutes East 127-5/10 feet to a stake standing on the Southwest edge of Second Street, said stake slso stands at the end of the second line of Lot No. 120 of said Addition and running thence with Second Street, North 48 degrees 50 minutes West 30 feet to a stake, thence South 41 degrees 10 minutes West 125 feet to a stake, thence South 48 degrees 50 minutes East 60 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagor by Aaron Lazarus, Jr. et al, by deed dated the 21st day of April, 1953, and recorded in Liber No. 249, folio 209, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgages g the aforesaid

Fourteen Hundred (\$1400.00) Dollars

and in the meantime shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the promises the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgagor door and the interest thereon, the said Mortgagor hereby covenant 8 to pay when legally demandable.

BUT IN CASE default be made in payment of said mortage debt or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortage, then the entire markets and the latest the said the latest the said the latest the said the latest the said the latest the lates

UBSR 302 MGE 578

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monles due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further convenant to insure forthwith, and pending the existence of

this mortgage, to keep insured by some insurance company or compaules acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least Fourteen Hundred (\$1400.00) Dollars dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagees to the extent of the 1r least least least policy or policy or policy or policy as to the extent of the 1r least lea

hereunder, and to place such policy or policies forthwi the premium or premiums for said insurance when due	th in possession of the Mortgagee se.	; and to pa
WITNESS the hand and seal of said Mortg	ragor	
Attest: Junger Highing!	Saul H. Smith	(SEAL
		(SEAL
STATE OF MARYLAND, ALLEGANY COUNTY, T I hereby certify that on this 1974 day of		in the year
1954, before me, the subscriber, a Notary Puin and for said County, personally appeared, Saul	blic of the State	
· · · · · · · · · · · · · · · · · · ·		
the within named Mortgagor , and acknowledged to act and deed. And at the same time, before me, also pand Mary Alida Raphel		
	e within named Mortgagee s , and	
due form of law that the constitution in said mortgag WITNESS my hand and Noterial Seal the day an	e is true and bona fide as therein set f	orth.

(Notary Public

MR 302 PAGE 579

migee City march 9 54

THEO AND RECORDED FEBRUARY 23 1954 at 2130 P.M.
THIS MORTGAGE, Made this 4.9 th day of February

1954, by and between Abraham Feldstein and Lee J. Feldstein, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter semetimes called Mortgagee, WITNESSETH:

WHEREAS, the said Abraham Feldstein and Lee J. Feldstein, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifty-Two Thousand Three Hundred Twenty and 25/100 (\$52,320.25) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five per centum (5%) per annum, payable quarterly as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954.

NOW, THEREFORE, in consideration of the premises, and the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Abraham Feldstein and Lee J. Feldstein, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the East side of Wineow Street, in Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

degrees and 45 minutes. West 207 feet from the point of intersection of the East line of Wincow Street with the center point between the rails of the Baltimore and Ohio Railroad track that crosses over Wincow Street, said stake is also supposed to be the end of the tenth line of parcel of ground conveyed by William Walsh, et al, to the Chesapeake and Ohio Canal Company by deed dated the first day of July, 1878, and recorded in Liber No. 51, folio 231, as shown on Pist B filed in Case, William Walsh, et al, vs Jane MeIntyre, No. 9 Trials, April Term, 1887 in the Circuit Court for Allegany County, it being also the end of Dixon Lot and also the point of division line of Baltimore and Ohio Railroad and the













property herein conveyed and continuing thence, assuming the present East line of Wineow Street to be 7.8 feet from the present. West side of curb line as now located, and the line of Wineow Street to be South 22 degrees and 45 minutes West (using vernier readings, calculated to magnetic bearings and horizontal measurements) and continuing thence with the lines of that parcel of ground conveyed by William Walsh, et al, to Richard D. Johnson, by deed dated the 17th day of June, 1899, and recorded among the Land Records of Allegany County in Liber 86, folio 222, etc., South 22 degrees and 45 minutes West 169 feet to an iron stake standing North 37 degrees and 03 minutes West 10.1 feet from the Northwest corner of Brick building that stands on the adjoining lot, thence, South 67 degrees and 20 minutes East 1151 feet to a stake on the West edge of Baltimore and Ohio Railroad Right-of-way, thence with right-of way, North 32 degrees and 30 minutes East 126 feet to a stake, thence North 24 degrees and 58 minutes East 60-15/100 feet to a stake corrected standing near the center of Baltimore and Ohio Railroad track that crosses over Wineow Street, thence with the division line of the Baltimore and Ohio Railroad Company and the property herein conveyed, North 73 degrees and 30 minutes West 140 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Johnson Realty Corporation by deed dated March 19, 1946, and recorded in Liber No. 207, folio 715, one of the Land Records of Allegany County.

ALSO: All those certain lots or parcels of ground situated and lying on Wineow Street in the City of Cumberland, Maryland, which were conveyed by R. D. Johnson to the R. D. Johnson Milling Company by deed bearing date the 20th day of March, 1883, and recorded in Liber No. 59, folio 525, one of the Land Records of Allegany County, the lots and parcels of ground therein intended to be conveyed being more particularly described as follows:

- 1. All those parcels of ground described in a deed from Ferdinand Williams, Trustee, to the said R. D. Johnson, bearing date the 25th day of September, 1878, and recorded in Liber No. 52, folio 512, one of the said Land Records.
- 2. All that parcel of ground described in a deed from John T. Milford and Sarah Milford, his wife, to the said R. D. Johnson bearing date the 17th day of May, 1878, and recorded in Liber No. 52, folio 35, one of said Land Records.
 - 3. All that parcel of ground described in a deed from

Mary Dummel and Benjamin Rinsky to R. D. Johnson, bearing date the 6th day of May 1882, and recorded in Liber 57, folio 527, one of said Land Records.

ALSO: All that certain lot or parcel of ground situated on Wineow Street in the City of Cumberland, and adjoining the aforesaid lots and parcels of land and being the same parcel conveyed by Richard D. Johnson to the R. D. Johnson Milling Company of Cumberland, Maryland, by deed bearing date the 9th day of December, 1909, and recorded in Liber No. 105, folio 344, one of the Land Records of Allegany County.

ALSO: All that said lot or parcel of ground situated on Wineow Street in the City of Cumberland and adjoining the aforesaid lots and parcels of land and being the same parcel conveyed by John W. Young and Carrie M. Young, his wife, to the R. D. Johnson Milling Company of Allegany County, by deed bearing date the 14th day of February, 1913, and recorded in Liber No. 111, folio 658, one of the Land Records of Allegany County, Maryland.

It being the same property which was conveyed unto Abraham Peldstein by deed dated December 3, 1942, from Benjamin Waingold and wife, and recorded in Liber 194, folio 671, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situated on the Easterly side of Wineow Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same on the Easterly aide of Wineow Street at a point bearing North 40 degrees and 50 minutes East 3 feet from the intersection of the Easterly side of said Street with the line of the Northerly side of the double frame dwelling house No. 144 and 146 Wineow Street (located on the land herein described) prolonged in a Westerly direction, said beginning point being also 104.8 feet in a straight line measured in a Southwesterly direction from the Southwesterly corner of the brick and frame building known as Johnson's Mill and running thence with the Easterly side of said Street, South 40 degrees and 50 minutes West 55 feet to the intersection of the Easterly side of the said street and with the line of the division fence on the Southerly side of the land herein described, then with the line of said fence, South 42 degrees and 22 minutes East 94 feet to the Westerly limits of the Baltimore and Chio Railroad Company as marked by a fence and line of said fence extended, then with said limits, North 41 degrees and 9 minutes East 49.2 feet to intersection of said limits with a line drawn from the beginning parallel and three feet

Northerly from the Northerly side of the most Northerly wall of the aforesaid double frame dwelling house, then North 30 degrees 35 minutes West passing parallel and three feet Northerly from said wall 95.8 feet to the beginning.

It being part of the same property which was conveyed unto them by George F. Hazelwood Company by deed dated March 12, 1946, and recorded in Liber No. 207, folio 624, one of the Land Records of Allegany County.

By deed dated December 31, 1952, and recorded in Liber No. 247, folio 56 of said Land Records, Abraham Feldstein and Lee J. Peldstein, his wife, conveyed out of the above property a small strip two feet wide by 18.6 feet long to Fred W. Jenkins and wife. This conveyance was evidently made to straighten a division line between their two properties.

ALSO: All that lot or parcel of land lying and being in the City of Cumberland, Allegany County, Maryland, and known and designated as Lot No. 565 in the Humbird Land and Improvement Company's Addition to South Cumberland, Maryland, a Plat of which said Addition is recorded in Plat Book No. 1, folio 8, among the Land Records of Allegany County, Maryland, and which said lot is more particularly described as follows:

LOT NO. 565: BEGINNING on the South side of Potomac Street at the end of the first line of Lot No. 564, and running thence with said Street, South 534 degrees East 30 feet, then South 364 degrees West 150 feet to an alley, and with it, North 534 degrees West 30 feet to the end of the second line of Lot No. 564, and with it reversed, North 364 degrees East 150 feet to the beginning.

It being the same property which was conveyed unto Abraham Feldstein as Abe Feldstein by deed from Marie O. True, et al, dated the 2nd day of December, 1949, and recorded in Liber No. 227, folio 442, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situate, lying and being in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

HEGINNING at a point on the West side of Pear Alley (now Pear Street), said point being distant 89 feet from the end of the first line of the whole lot Number 25, or from the junction of Pear Alley (now called Pear Street) with the North side of Mechanic Street, and running thence with Pear Alley, North 243 degrees East 30 feet to the end of the second line of said whole lot No. 25, then North 60 degrees West 36 feet to the line of

Peter Martz's lot, then with the line of Peter Martz's lot, South 24 degrees West 30 feet, then South 55 degrees East 36 feet to the place of beginning.

It being the same property which was conveyed unto Abraham Feldstein and Fannie Feldstein, his then wife, by Thomas E. Morrison and wife, by deed dated October 26, 1936, and recorded in Liber No. 176, folio 114, one of the Land Records of Allegany County. The said Fannie Feldstein has since departed this life, thus vesting the complete title in and to said property unto Abraham Feldstein as the survivor.

ALSO: All that lot or parcel of ground situated on the Easterly side of Pear Street, formerly called Pear Alley, in the City of Cumberland, Allegany County, State of Maryland, the same being part of Lot No. 8 and part of Lot No. 26 in Beall's Pirst Addition to the City of Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same at the end of the first line of a deed from the Real Estate and Building Company of Cumberland, Maryland, to John B. Billings, which said deed is recorded among the Land Records of Allegany County in Liber No. 75, folio 479, said point of beginning being also 50 feet distant from the end of the second line of a deed from Augustine Haas to the Real Estate and Building Company, and recorded as aforesaid in Liber No. 75, folio 477, and running thence with the second line of said Haas deed, North 301 degrees East 28 feet to the beginning of a deed from the Real Estate and Building Company to George W. Everstine, dated January 6, 1902, thence reversing the fourth line of said Everstine deed, and parallel with Centre Street, North 59-3/4 degrees West 67 feet to Pear Street (formerly called Pear Alley), thence with said Street, South 301 degrees West 28 feet to the end of the second line of said Billings deed, then with said second line reversed, Sbuth 60 degrees East 66 feet to the place of beginning.

It being the same property which was conveyed unto Abraham Feldstein by Annie C. Long, widow, by deed dated the 21st day of April, 1930, and recorded in Liber No. 163, folio 82, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situated on the Westerly side of Maryland Avenue, in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

REGINNING for the same at the intersection of the Westerly side of Maryland Avenue with the Northerly side of Dog

Alley, and running thence with the Westerly side of Maryland Avenue, North 12 degrees 32 minutes West 13-9/100 feet to the center of the nine-inch brick partition wall dividing the house on the lot hereby conveyed and the adjoining house; and running thence through the center of said partition wall, and the same extended, South 77 degrees and 28 minutes West 100 feet to an alley; and with it, South 12 degrees and 32 minutes East 13-9/100 feet to the Northerly side of Dog Alley; and with it, North 77 degrees and 28 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto Abraham Feldatein by William R. Carscaden, Assignee of Mortgage for the purpose of Foreclosure, by deed dated the 14th day of November, 1941, and recorded in Liber No.192, folio 82, one of the Land Records of Allegany County.

ALSO: All of the following described property situated in the City of Cumberland, Allegany County, Maryland, namely:

FIRST: All that piece or parcel of land fronting 25.5 feet, more or less on the Westerly side of Centre Street, Cumberland, Allegany County, Maryland, and extending back 90 feet, more or less, to the Old Mill Race.

SECOND: All that lot or parcel of ground fronting 24.1 feet on the Northerly side of Polk Street, Cumberland, Allegany County, Maryland, and having a depth of approximately 30 feet.

It being the same property which was conveyed unto Abraham Feldstein as Abe Feldstein by George Henderson and Edward J. Ryan, Trustees in No. 15,574 Equity, by deed dated July 23, 1940, and recorded in Liber 187, folio 394, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situated on the Southerly side of North Centre Street in the City of Cumberland, Maryland, the same being part of a lot shown on the plat of Beall's First Addition to the City of Cumberland and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the brick pavement on the South side of North Centre Street in the City of Cumberland, said point being the point of intersection of the division line with the South side of North Centre Street, as set forth in a Deed of Agreement between John M. Barrett, et ux, and William H. Ash dated October 28, 1890, and recorded in Liber No. 69, folio 155, one of the Land Records of Allegany County, and continuing thence, with the agreed division lines, magnetic bearings as of the original plot of aforesaid Beall's Pirst Addition, South 25 degrees 30

10

11

minutes West 48 feet to a stake, thence South 54 degrees 30 minutes West 08 feet to a point, thence South 24 degrees 30 minutea West 873 feet to a division line of fence and the third line of Lot Number 7 in said Addition, thence leaving the division lines of the aforementioned Deed of Agreement, and running with the third line reversed (and corrected) of parcel of ground conveyed from William H. Gardner, et ux, to William H. Ash, dated the 15th day of September, 1886, and recorded in Liber No. 63, folio 235, one of the Land Rezords of Allegany County, North 64 degrees 50 minutea West 33 feet to a stake standing at the end of the second line of the aforementioned deed from William H. Gardner to William H. Ash, thence reversing the second line, North 24 degrees 30 minutes East 142 feet to a fence post on the South side of North Centre Street, thence reversing the first line of said Ash deed, South 65 degrees 00 minutes 38 feet 8 inches to the beginning.

Abraham Feldstein by James W. Webster, divorced, by deed dated the 27th day of March, 1941, and recorded in Liber No. 189, folio 414, one of the Land Records of Allegany County.

ALSO: "All that real estate known as Lots Nos. 667, 668 and 731 of Section B as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Forest Avenue at the Southeasterly corner of Lot No. 669, and running thence South 18 degrees 55 minutes West 90 feet, more or less, to the Northerly side of an alley fifteen feet wide, thence with the Northerly side of said Alley in a Westerly direction 210 feet, more or less, to the intersection of the Northerly side of said alley with the Easterly side of Trenton Street, thence with the Easterly side of said Street, North 18 degrees 55 minutes East 25 feet, more or less, to the Southwesterly corner of Lot No. 732, thence with the Southerly lines of Lots Nos. 732, and 669, South 71 degrees 5 minutes East 200 feet to the beginning.

Abe Peldstein by P. Brooke Whiting and James Alfred Avirett,
Trustees, by deed dated the 15th day of November, 1948, and recorded in Liber No. 223, folio 348, one of the Land Records of
Allegany County.

ALSO: All that lot or parcel of ground lying and being in the City of Cumberland, Allegany County and State of Maryland and being part of Lot No. 56 of Beall's Pirst Addition to the

12

Town of Cumberland and beginning for the part of said lot hereby conveyed at a stone, No. 56, standing on the North side of Madison Street (now Henderson Avenue) and on the West side of Huckleberry Alley, said point being also at the intersection of the North side of Madison Street with the West side of Huckleberry Alley and running thence with the said Madison Street (now Henderson Avenue), North 65 degrees West 20 feet; then North 21 degrees East 90 feet; then across the whole lot and by a line parallel to Madison Street (now Henderson Avenue), South 65 degrees East 20 feet to Huckleberry Alley; then with said Alley by a straight line to the place of beginning.

It being the same property which was conveyed unto Abraham Feldstein by Robert W. Young and Edith M. Young, his wife, by deed dated the 10th day of July, 1941, and recorded in Liber No. 190, folio 574.

ALSO all that right of way or easement conveyed to the said Robert W. Young and Edith M. Young, his wife, by Joseph Hughes and Anna M. Hughes, his wife, by indenture dated August the 11th, 1938, and recorded in Liber No. 181, folio 257, one of the Land Records of Allegany County, Maryland, reference to which said indenture is hereby especially made for a more particular description of the said easement.

ALSO: All that lot or parcel of ground situated on the Northerly side of North Mechanic Street, in the City of Cumberland, Allegany County, Maryland known and designated as part of Lot Number 26 in Beall's First Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northerly side of North Mechanic Street, distant 3-3/4 feet in a Westerly direction with the Northerly side of said Street, from the Southwest corner of the foundation wall of the brick house now located on Lot No. 27, in said Addition and running thence with a line of fence, North 30½ degrees East 112½ feet to a point 150 feet from the Southerly side of North Centre Street measured at right angles to North Centre Street, thence across said Lot No. 26 parallel to and 150 feet distant from said North Centre Street North 60 degrees West 66½ feet to Pear Alley, then with said Alley, South 30½ degrees West 101 feet to North Mechanis Street, and with 1t, South 50½ degrees East 66 feet to the place of beginning.

It being the same property which was conveyed unto Abe Feldstein by F. Brooke Whiting and Ruth Whiting, his wife,

by deed dated the 4th day of October, 1929, and recorded in Liber No. 161, folio 580, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situated and lying on Highland Street (now known as Henderson Boulevard) in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 4 in Gephart's Second Addition to Cumberland and particularly described as follows, to-wit:

BEGINNING for the same at a stake on Highland Street at the corner of Lots Nos. 3 and 4, and running thence North 28½ degrees East 70 feet, then parallel with Highland Street, South 61-3/4 degrees East 25 feet, then South 28½ degrees West 70 feet to Highland Street, then with Highland Street, North 61-3/4 degrees West 25 feet to the place of beginning.

It being the same property which was conveyed unto Abraham Feldstein by Walter C. Capper, Assignee, by deed dated the 12th day of July, 1941, and recorded in Liber No. 190, folio 573, one of the Land Records of Allegany County.

ALSO: FIRST: All that lot or parcel of ground lying and being on Henderson Avenue, in Cumberland, Maryland, and being part of Lot No. 3 which lies North of the North side of Madison Street extended, beginning for the same at the stone marked "B" standing at the end of the third line of Lot No. "A", heretofore sold to Joseph Wagner, by deed dated July 11, 1865, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 23, folio 152, and reversing that line, North 24 degrees 25 minutes East 180 feet four inches to Constitution Alley, thence with said Alley, North 65 degrees 50 minutes West 28 feet 2 inches, thence cutting through said whole lot, South 25 degrees 5 minutes West about 176 feet 8 inches to the South side of North concrete gate post on Henderson Avenue, and with Henderson Avenue, South 62 degrees 10 minutes East about 28 feet 2 inches to the place of beginning.

14

SECOND: All the remaining part of that parcel of ground lying on Henderson Avenue, conveyed to George Wagner by Thomas I. McKaig, et al, by deed dated July 11th, 1865, and recorded in Liber No. 23, folio 152, one of the Land Records of Allegany County, and described as follows:

BEGINKING for the same at the beginning of the fourth line of the parcel described as "Pirst", the same being the South side of North concrete gate post on Henderson Avenue, and running thence with the third line of the property described as "Pirst" reversed, North 25 degrees 5 minutes East about 176 feet 8 inches to Constitution Alley, and with said Alley, North 65 degrees 50 minutes West 27 feet, more or less, thence South 25 degrees 5 minutes West 176 feet 8 inches to Madison Street extended, (now called Henderson Avenue) and with it, South 62 degrees 10 minutes East 29 feet, more or less, to the South side of North concrete gate post, the place of beginning.

It being the same property which was conveyed unto Abe Feldstein and Lee J. Feldstein, his wife, by deed from George E. Baughman and Grace N. Baughman, his wife, dated the 4th day of March, 1947, and recorded in Liber No. 214, folio 75, one of the Land Records of Allegany County.

ALSO: All those four lots or parcels of land known as Lots Nos. 561, 562, 563 and 564 on the Plat of the Humbird Land and Improvement Company's Addition to Cumberland, said lots are situated on Potmac Street in the City of Cumberland, Maryland.

It being the same property which was conveyed unto Abe Feldstein by F. Brooke Whiting, Assignee of Mortgage for the purpose of Foreclosure by deed dated June 15, 1949, and recorded in Liber No. 225, folio 236, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Fifty-Two Thousand Three Hundred Twenty and 25/100 (\$52,320.25) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, THAT it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the Mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made

in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments
and public liens levied on said property, and on the mortgage debt
and interest hereby intended to be secured, the said Mortgagors
hereby covenant to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable
and it is further agreed that in case of default in said Mortgage,
the rents and profits of said property are hereby assigned to the
Mortgagee as additional security, and the Mortgagors also consent
to the immediate appointment of a receiver for the property deseribed herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days! notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing

under this Mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Fifty-Two Thousand Three Hundred Twenty and 25/100 (\$52,320.25) Dollars, and to cause the policy orpolicies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns of the respective parties hereto.

This loan is additionally secured by the pledging of two life insurance policies on the life of Abie Feldstein, and both being in the Equitable Life Assurance Society of the United States. Said policies are numbered as follows: Policy No. 4,544,154 and Policy No. 10,938,276.

WITNESS the hands and seals of the said Mortgagors, the day and year above written.

WITHESS:

Abraham Feldstein (SEAL)

Mary B. white

See J. Feldetein (SEAL)

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 19 th day of Pebruary, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Abraham Feldstein and Lee J. Feldstein, his wife, and each acknowledged the foregoing Mortgage to be their act and deed; and at the

302 MGE 591

same time, before me, elso personally eppeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee, and made oeth in due form of lew, that the consideration in said mortgage is true end bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president, agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and offixed my Notarial Seal the day and year above written.

Mary B white

FILED AND RECORDED FEBRUARY 23"1954 et 19:00 A.M.

This Mortgage, Made this 19th

in the year nineteen hundred and fifty-four February

, by and between

Charles M. Gerlech end Retha M. Gerlach, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculis as the context may require, and The Liberty Trust Company, a corporation duly incorporated un the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Charles M. Gerlech end Retha M. Gerlach, hie wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eighty-Five Hundred (\$8500.00) - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 20, and December 31 of each year, the first pro-rate quarterly interest herounder to be payable on March 31, 1954

um 302 ME 592

TOTAL ST. AND TOTAL ASSESSMENT OF THE

П

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Charles M. Gerlach and Retha M. Gerlach, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, parcel or tract of land situated in LaVale, in Allegany County, State of Maryland, on the Northwesterly side of the National Turnpike, west of Cumberland, which is particularly described as follows, to-wit:

BEGINNING at a locust stake near a hedge row, (said stake being the second corner of the 20-acre tract conveyed by Jacob Gerlach to National Real Estate Company, by deed recorded among the Land Records of Allegany County in Liber 132, folio 580); thence with said 20-acre tract, North 42 degrees 45 minutes West, passing at 306.4 feet to an iron pipe distance in all 454.9 feet, to a locust stake near the end of an old fence, said stake being the third corner of said 20-acre tract, thence South 45 degrees 00 minutes West 144.8 feet to a locust stake, said stake being the fourth corner of said 20-acre tract, thence leaving said 20-acre tract and running with a line of the 50 south 40 degrees 14 minutes East, passing at 251.7 feet an iron pin distance in all 457.6 feet, to a point on the Northwesterly side of the National Pike, said point being in an old fence, thence with said fence and parallel to the National Pike, North 44 degrees 30 minutes East 165 feet to the beginning, containing 1.62 acres, more or less. (All bearing refers to the Magnetic Meridian of May, 1940).

It being the same property which was conveyed unto the said Mortgagors by Charles H. Gerlach, et al, by deed dated May 31, 1940, and recorded in Liber 186, folio 679, one of the Land Records of Allegany County.

This loan is additionally secured by a Chattel Mortgage by and between the same parties hereto and bearing even date herewith, it being understood, however, that the total amount of the loan as secured by this Mortgage and the Chattel Mortgage herein referred to is \$8500.00 with the interestiate the sate therein stated.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesald sum of Eighty-Five Hundred (\$8500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the eum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvmente to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgages as additional security, and the mortgagor also consents to the immediate appointment of a security for the mortgagor also consents to the immediate appointment of a security security.

UBSR 302 PAGE 593

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said saie, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Eighty-Five Hundred (\$8500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James M. Sorley Rethand

Idelack SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this /9th day of February

in the year nineteen

hundred and fifty-four before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Charles M. Gerlach and Retha M. Gerlach, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and hone fide as therein set forth; and the Charles A. Piper

did further, in like manner, make outh that he is the President, and agent or attorney for said corporation and duly authorised by it to make this affidavit.

n witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Janes Milan

FILED AND RECORDED FEBRUARY 23" 1954 at 10:00 A.M. This Mortgage, Made this 1978 day of February in the year

Nineteen Hundred and Fifty-four by and between

JESSE EARL HARDEN and BEATRICE MAY HARDEN, his wife.

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of TWO THOUSAND FOUR HUNDRED FORTY AND 00/100 ----) with interest at the rate of six per centum (& %) per annum, for which amount the sald mortgager has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

TWENTY-SEVEN AND 20/100 - - - - Dollars,

(\$ 27,20) commencing on the 19TH day of MARCH day of each month thereafter until the principal and interest are 19TH fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1970 day of FERRUARY 1964 , 1886 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof,

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon; the said parties of the first part - - - - - - - -

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL

All that lot or parcel of ground situated et Morantown, Allegany County, Mary-

All that lot or parcel of ground situated et Morantown, Allegany County, Maryland, and more particularly described as follows, to-wit:

BECINATING for the same at an iron I beam stake standing at the end of the first line of a parcel of ground conveyed by Charles Harden et ux. to John Harden et ux. by deed dated December 1, 1945 and recorded among the Land Records of Allegany County, Maryland, in Liber No 198, folio 292, end contiming themse with seid first line extended (magnetic bearings se of November 5, 1945 and with horizontal measurements) and with the first line of the seid John Harden lot extended and with the Southmest cide of a road leading to Parkersburg, South 35 degrees 30 minutes Hast 200 feet to an iron stake, thense parallel to the second line of the John Harden deed, South 55 degrees to minutes West 200 feet to an iron stake, then parallel to the first line of this description, North 35 degrees 50 minutes West 200 feet to an I beam stake standing at the end of the second line of said John Harden parcel of ground, thence reversing said



BEING the same property which was conveyed to the parties of the first part by deed from Charlee Harden and Mabel Harden, his wife, dated April 29, 1947 end record in Liber No. 214, folio 628 among eaid Land Records of Allegany County, Maryland. SECOND PARCEL

ALL that adjoining lot or parcel of ground which is particularly described ee follows: EEGINNING for the same at an iron stake, it being the end of the 4th line of e deed from the New York Mining Company to Walter Engle et ur, dated May 15, 1912 and recorded in Liber 110, folio 382 among eaid Land Recorde, it being e part of the Boston Purchase, and running thence, ellowing for variations, North 3 degrees 3 minut East 792 feet, intersecting the Southeastern edge of the right of way of the Georgee Creek & Cumberland Railroad; thence with said right of way, North 67 degrees 46 minut East 146.5 feet, thence North 62 degrees 6 minutes East 21.8 feet, thence North 59 degrees 16 minutes East 230.0 feet; thence North 54 degrees 44 minutes East 134.7 feethence North 43 degrees 39 minutes East 247.4 feet to the Southwest edge of the right of way of the County Road leading from Morantown to Eakhart, thence with said Road, South 35 degrees 30 minutes East 10 feet to the beginning point of the property conveyed to John Harden et ux. by deed from Charles Harden et ux. dated December 1, 1943 and recorded in Liber 198, folio 292, and running thence with the 4th and 3rd lines thereof reversed, South 46 degrees West 203 feet to an iron peg, thence North 35 degrees To minutes West 158.3 feet to an iron peg, it being also the end of the 3rd line of the "First Parcel" above described, thence running with the third line of said deed reversed, North 35 degrees 30 minutes West 200 feet; thence running across the whole lot described eforesaid South 29 degrees 33 minutes West 1154.03 feet intersecting at a point 17.3 feet of the 17th line of the whole lot, end running themse with the ainder of said 17th line, 273.00 feet to the place of beginning, containing 11.82 egree, more or less.

BEING the same property which was conveyed to the parties of the first part by deed from William Harden and Gladys Harden, his wife, dated August 26, 1953 and recorded in Liber No. 253, folio 201 among seid Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and eppurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shail perform all the covenants herein on his part to be performed, then this mortgage shall be

AND IT IS AGREED that until default be made in the premises and no longer, the sald mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legaliy demandable.

But in case of default being made in payment of the mortgage deht aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage deht intended to be hereby secured shall at once become due and payahie, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale inciuding taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgager, his representatives, heirs or assigns.

AND the said mortgagor, fufther covenants with the mortgages as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by so insurance company or companies acceptable to the mortgages, its successors, or assigns, improvements on the hereby mortgaged land to the amount of at least

les issued therefor to be so framed or a

UBER 302 MRE 596

claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfuily imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of sald mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgager hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or Insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST.

and any interest of the second second

Desse Carl Harden Jesse & Graden JESSE RATE HARDEN

Best : May Harden (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 1978 day of February in the year Nineteen

Hundred and Fifty—four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JESSE EARL HARDEN and REATRICE MAY HARDEN, his wife,

act; and at the same time, before me also personally appeared and the same time, before me also personally appeared and the same time, before me also personally appeared and the same time, before me also personally appeared and the same time, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said the said that further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorised by it to make this affidavit.

MM 302 MG 597

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



RACHEL KHIERIEM Notary Public

FILED AND RECORDED PEBRUARY 23" 1954 at 10:00 A.M.

This Murigage, Made this 18th. day of February in the year

Nineteen Hundred and Fifty-four by and between

ROY C. MCKENZIE and KATHLEEN M. McKENZIE, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Froetburg, Allegany County, Maryland, the mortgages herein, in the full sum of OME THOUSAND FIVE HUNDRED AND NO/200 - - - - - - - - - - - - - - Dollars (\$ 1,500.00) with interest at the rate of Six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgages a certain promissory note bearing even date herewith and payable in monthly installments of

Dollars,

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

LESR 302 MC 598

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part - - - - - - - -

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that lot or parcel of ground situated and lying in Gilmore, Allegany County, Maryland, and being more particularly described es follows, to-wit:

EEGINING at a peg on the North side of the County Road at the end of a line drawn South 20 degrees East 55 feet from the end of the third line of Lot No. 2 (es described in a deed from Jacob Cutter et ux. to William Francis Guynn et ux. recorded in Liber 125, folio 538 among the Allegany County.Land Records) and running thence with the line of the County Road, South 45 degrees East 47 feet, South 52½ degrees East 78 feet, South 65½ degrees East 54 feet, South 85 degrees East 60 feet, North 52 degrees East 35 feet, North 35 degrees East 76 feet, North 18 degrees East 271 feet, thence North 46 degrees West 60 feet to the line of the Cumberland and Westernport Electric Railroad, end with said lines, South 45 degrees West 119 feet, South 48½ degrees West 246 feet, South 65 degrees West 56 feet to the beginning; containing 1.4 acres, more or less.

REING the same property which was conveyed to Ruma E. Williams and James K. Williams, her husband, by deed from Sarah Guyan, widow, dated April 17, 1947 and recorded in Liber No. 214, folio 507, one of the Land Records of Allegany County, Maryland.

EKING ALSO the same property which was conveyed to the said Roy C. McKenzie and Kathleen M. McKenzie, his wife, by deed from the said Rom E. Williams and James K. Williams, her husband, dated the /S day of February, 1955, and intended to be recorded among said Land Records simultaneously with this Mortgage which is executed to secure a part of the purchase price of the above described property and is, in whole, a PURCHASE MONKY MORTGAGE. Although said deed is dated as above noted it was, nevertheless, not delivered to the grantees until the execution of this Mortgage and both instruments are a part of one simultaneous transaction.

Н

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public items levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whoic or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least - - - - - - - - - - - -

ONE THOUSAND FIVE HINDRED AND NO/100 - - - - - - - (\$ 1,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

| Call M. Jack | Meller M. Meller (SEAL)
| Maria H. Maca | Nothing (SEAL)
| Call M. Maca | Meller M. Meller M. Meller (SEAL)
| (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 18th. day of February in the year Nineteen Hundred and Fifty -four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ROY C. McKENZIE and KATHLEEN M. McKENZIE, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared their respective act; and at the same time, before me also personally appeared their respectives. FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized - by it to make this affidavit.

WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day

als M. Jack Notary Public